DeSoto County
Board of County Commissioners
Meeting Agenda

Tuesday, December 16, 2025 3:00 PM

CALL TO ORDER

ROLL CALL

TURN OFF OR SILENCE ALL CELL PHONES

PRAYER/PLEDGE OF ALLEGIANCE

INTRODUCTION OF ELECTED OFFICIALS

SET/AMEND

PUBLIC FORUM FOR NON-AGENDA ITEMS

CONSENT AGENDA-MOTION TO APPROVE

1. **Minutes/BOCC Public Meeting 11-18-2025**

   Attachments: 11-18-2025 BOCC Metting

2. **Agreement for education services between DeSoto County Board of County Commissioners and The University of South Florida Board of Trustees.**

   Attachments: 2026 USF SBDC-DeSoto

3. **American Red Cross Facility Use Agreement**

   Attachments: 2025 Turner Center-Facility-Use-Agreement 10-31-25 pdf

4. **Patrick Leahy Bulletproof Vest Partnership Grant**

   Attachments: Resolution - Sheriff Vest Grant
   Sheriff Office Grant App 12-16-25

5. **Agreement / Cornerstone Community Partners / Environmental Review Services for CDBG Housing Projects**

   Attachments: 25-18-00RFP Contract

6. **Agreement Amendment / Financial Advisory Services / PFM Financial Advisors, LLC**

   Attachments: 22-24-00RFP Agreement Amendment #1

7. **Declaration of Surplus Property**

   Attachments: Surplus Declared List 12-16-25

8. **Resolution / Supplemental Agreement / FDOT LAP Sidewalk Design Services for C.R. 760**

   Attachments: 444206-1-38-01 Resolution #2 Supplemental Agreement
   444206-1 Draft Supplemental LAP Agreement #1 - APPROVED

9. **Agreement Amendment / Lobbying Services and Networking of Grants with Appropriations / The Southern Group of Florida, Inc.**

   Attachments: Agreement Amendment - Extension #5

10. **Agreement Amendment #2 / Brokerage Services - Employee Benefits / Brown & Brown, Incorporated**

    Attachments: 23-32-00RFP Agreement Amendment #2

PRESENTATION

11. **Presentation on the planned TV Series based on the novel "A Land Remembered."**

12. **Presentation of Service Offering / Comprehensive Plan Update**

REGULAR BUSINESS

13. **Technical Revision/Local Housing Assistance Plan**

    Attachments: Current with attachements June 10_2025.pdf
    December 2025 Tech Revision.pdf

14. **Replacement of Landfill truck weigh scale**

    Attachments: LANDFILL SCALE REPLACEMENT AGREEMENT

15. **Certificate of Public Convenience and Necessity (COPCN) Designation**

    Attachments: Aloha Medical Services COPCN

16. **Accounts and Warrants Drawn Per Schedule of Bills Payable.**

    Attachments: AP Check Report - Warrants 11-18-25 to 12-08-25

17. **Resolution/Budget Amendment Fiscal Year 2025/2026**

Attachments: Resolution
Summary and Narrative
2026-24 Sheriff
2026-25 Environmental Svcs-Landfill Trust
2026-26 SHIP
2026-27 General Fund
2026-28 Environmental Services

18. **Resolution/Community Development Block Grant Disaster Recovery (CDBG-DR)**

Attachments: Enabling Resolution for CDBG-DR Mills Generator
HI002_-_Agreement

19. **Contract Award /Construction Services for King and Baker Drainage System Replacement Project**

Attachments: 25-12-00ITB - Contract

20. **Contract Award / Construction Services for C.R. 769 Bridge over Horse Creek**

Attachments: 26-02-00ITB Contract

PUBLIC HEARING

21. **Ordinance Creating Section 20-233 Family Homestead Exemption of the LDR (LDR-0011-2025)**

Attachments: 2025-11-25 Final SR for PC
Resolution #2025-068
FDC 2025-10-09 No Comment Response
2025-11-25 Final Ordinance for PC

22. **Ordinance / Comprehensive Plan Text Amendment adding Family Homestead Exemption to the Future Land Use Element (County Initiated) Adoption**

Attachments: 2025-12-05 Ordinance CPA Homestead BOCC Adoption Final

ADMINISTRATOR'S REPORT

COUNTY ATTORNEY'S REPORT

BOARD MEMBER COMMENTS

RECESS UNTIL 6:30 PM PUBLIC HEARING

PUBLIC HEARING

23. **Osceola/VCH Mediated Settlement Agreement (FLUEDRA)**

Attachments: FLUEDRA Mediated Agreement (11.10.25) clean

24. **Amended Resolution 2025-031, Approving Special Exception Use for Osceola/VCH pursuant to Mediated Settlement Agreement**

Attachments: Amended Resolution Osceola-VCH

QUASI-JUDICIAL PUBLIC HEARING

25. **Resolution / Bridlewood of Arcadia, LLC / Improvement Plan Modification - SITE-0155-2025**

Attachments: 2025-12-08 11 25 Bridlewood SR for BOCC
Location Map-Bridlewood
FLU Map
Zoning Map
Master Site Plan
2025-12-08 11 23 Resolution SITE-0155-2025 Bridlewood Improvement Plan Modification for BOCC

ADJOURNMENT

SUPPLEMENTAL BOARD DOCUMENTS

NOTE: For quasi-judicial matters, any party desiring a verbatim record of the proceeding of this hearing for the purpose of an appeal is advised to make private arrangements for the production of a record and anyone wishing to present documents or other written evidence to the Board must provide eight (8) copies of the written material . If special accommodations are required in accordance with the Americans with Disabilities Act, individuals should contact the County Administrator's Office by calling 863-993-4800 at least 48 hours prior to the hearing.

DeSoto County

12/16/2025

Item #: 1.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☐ Public Hearing Choose an item.

DEPARTMENT: Administration
SUBMITTED BY: **Marilyn Padilla**
PRESENTED BY: **Marilyn Padilla**

TITLE & DESCRIPTION:
Minutes/BOCC Public Meeting 11-18-2025

REQUESTED MOTION:
To approve the minutes for the BOCC Public Meeting 11-18-2025

SUMMARY:
Minutes

BACKGROUND:
Minutes

DeSoto County

Board of County Commissioners

Meeting Minutes - Final

Tuesday, November 18, 2025 **3:00 PM**

CALL TO ORDER

ROLL CALL

Present:	Commissioner Judy Schaefer Commissioner Steven Hickox Commissioner Elton Langford Commissioner Jerod Gross
Absent:	Commissioner JC Deriso

TURN OFF OR SILENCE ALL CELL PHONES

PRAYER/PLEDGE OF ALLEGIANCE

Commissioner Langford gave the invocation.

INTRODUCTION OF ELECTED OFFICIALS

Dr. Bennett School District of DeSoto County Superintendent.

SET/AMEND

Item 17 was pulled from Agenda. Item 11a was added as and emergency item. Item 23 & Item 24 have been moved to the December 16, 2025 agenda.
A motion was made by Commissioner Schaefer, seconded by Commissioner Gross, to amend the agenda. The motion carried by the following vote:

Aye:	Schaefer, Hickox, Langford, and Gross
Absent:	Deriso

PUBLIC FORUM FOR NON-AGENDA ITEMS

Ashley Brown Community Outreach Coordinator for Desoto County Schools briefed the Board on the various events taking place in the district. Brown encouraged everyone to stay connected by following the district's website and social media platforms for the latest updates on sports, events, and inspiring stories from across Desoto County Schools. Vincent A. Sica, Chief Executive Officer, and Daniel P. Hogan, Interim Chief Financial Officer of DeSoto Memorial Hospital, expressed their gratitude to the Commissioners for attending the board meeting. During the meeting, the board reviewed proposals concerning the potential sale, lease, merger, partnership, or joint venture of DeSoto Memorial Hospital. Sica and Hogan informed the Commissioners that the board had accepted a proposal and would be moving forward in partnership with Tampa General Hospital. Katelyn Mulinix, County Extension Director and 4-H Extension Agent II shared about the Arts and Agriculture Project that Desoto UF/IFAS

Extension DeSoto are collaborating on with the Florida Cultural Alliance and the State of Florida, Department of State. Together they are providing free art boxes to the public to link arts and agriculture in communities where there is not a local art alliance. This is a pilot program happening in DeSoto, Hardee, Glades, and Hendry Counties and has the potential to reach a total of 19 rural counties. The boxes will be available each month and can be picked up at the UF/IFAS Extension Office during normal business hours. The Arts and Agriculture Boxes are a turnkey art kit to be used by all ages. We are also working to collaborate with our community partners to provide the resource to other underserved groups in the community. Kendall Gill , Desoto County Extension Livestock Agent provided an update on the A Land Remembered Project that she originally shared with the BOCC. With the support of the community, Kendall was able to purchase copies of the book along with a bookmark recognizing the project sponsors and delivered them to three schools; West Elementary, Memorial Elementary, and Arcadia Christian Academy.

CONSENT AGENDA-MOTION TO APPROVE

Approval of the Consent Agenda

A motion was made by Commissioner Langford, seconded by Commissioner Gross, to approve the Consent Agenda. The motion carried by the following vote:

Aye: Schaefer, Hickox, Langford, and Gross

Absent: Deriso

1. **Agreement Amendment/Tiny Town Administrative Services**

   Attachments: 23-21-00RFP Agreement Amendment # 3

2. **MOU / Senior Friendship Centers**

   Attachments: Desoto LIHEAP 10.1.25 to 9.30.26 UPDATED.pdf

3. **Agreement Amendment/Middle School I0167-Time Extension, Scope Revision, and Additional Funds Request**

   Attachments: 10167-A3-Ready for Signature

4. **Purchase of Western Star Dump Truck**

   Attachments: Western Star Dump Truck Quote.pdf

5. **Agreement Amendment/ CDBG MT040 County Road 769 Bridge Repair time extension.**

   Attachments: MT040_-_A2_

6. **Agreement Amendment / CDBG MT041 King and Baker Drainage Project time extension.**

   Attachments: MT041-A2

7. **Emergency Management Performance Grant (EMPG)**

Attachments: FY25 EMPG Desoto County Agreement G0630

8. **Minutes/BOCC Public Meeting 10-28-2025**

Attachments: 10-28-2025 BOCC Meeting

9. **Revised Classification and Pay Plan.**

Attachments: Probation and Pretrial Services Supervisor
Probation and Pretrial Officer
Fire & Life Safety Inspector PT
Classification & Pay Plan 11-18-25

PRESENTATION

10. **Presentation/OSH Teacher & Staff Housing Development "The Reserve at Nocatee"**

Attachments: Desoto School Dist - Community Meeting Slides

Bobby Bennett Superintendent DeSoto County School District is partnering with Sarasota-based One Stop Housing to build a 72-unit apartment complex for district staff, The Reserve at Nocatee, designed specifically for teachers and staff. Located across from Nocatee Elementary, the project aims to address the county's shortage of affordable housing, which forces many employees to commute from outside the area. Rents will average about $1,100 per month, including utilities-set at or below 30% of educators' salaries. If teacher demand is met, units may also be offered to first responders and eventually the public. The $8-9 million development will include retail space, a clubhouse, and a coffee shop, funded through debt and charitable donations, including support from the Barancik Foundation. Mark Vengroff of One Stop Housing addressed DeSoto County commissioners asking commissioners to amend the county's Comprehensive Plan to support more density on the site.
One Stop Housing also requested more Equivalent Residential Units (ERU). Local governments use ERU's to bill for stormwater fees. County commissioners expressed support, noting the project could help recruit and retain teachers while providing much-needed housing for workers who earn too much for income-restricted units but not enough to afford homeownership.

11. **Law Enforcement Assessment Program Recalculation for the Methodology of the Municipal Services Taxing Unit Study presentation.**

Attachments: desoto_county_law_enforcement_mstu_memo_20251015
desoto_law_enforcement_mstu_presentation_final

Peter Napoli of Stantec Consulting Services outlined the calculation of an updated Law Enforcement Municipal Services Taxing Unit (MSTU) millage rate for DeSoto County, FL, to achieve full cost recovery for the County Sheriff's FY 2026 budget. The current millage rate of 2.4399, unchanged since 2020, recovers only 67% of the sheriff's eligible budget. The updated full cost recovery millage rate is calculated to be 3.6396, lower than the previous rate of 4.8791 due to increased taxable values outpacing budget growth. The FY 2026 law enforcement budget totals $10.7 million, with 78.3% allocated to unincorporated

parcels, resulting in an eligible budget of $8.8 million. The proposed rate would increase property taxes for a typical single-family household by $112 annually. Stantec recommends adopting the full cost recovery rate and reevaluating the calculation every five years.

EMERGENCY ITEM

11a. Resolution/Burn Ban

Attachments: Burn Ban Resolution 11-2025
Ordinance 2017-07 - Emergency Drought Fire Hazard

Mandy Hines request approval to adopt a Resolution implementing a local burn ban in accordance with Ordinance No. 2017-07in DeSoto County. The burn ban makes it unlawful to burn in any capacity or discharge fireworks and other fire-starting novelties during a declared drought/burn ban period, unless authorization is obtained from FDACS or Division or Forestry. As of November 17,2025, DeSoto County is at a "High" fire danger risk.

A motion was made by Commissioner Schaefer, seconded by Commissioner Gross, that this Resolution be adopted. The motion carried by the following vote:

Aye: Schaefer, Hickox, Langford, and Gross

Absent: Deriso

Enactment No: 2025-104

REGULAR BUSINESS

12. Proclamation/Farm-City Week

Attachments: Farm City Week 2025

Mandy Hines read the Proclamation into record to proclaim the week of November 19-26, 2025, as Farm-City Week**.**

A motion was made by Commissioner Langford, seconded by Commissioner Gross, to approve this Proclamation. The motion carried by the following vote:

Aye: Schaefer, Hickox, Langford, and Gross

Absent: Deriso

13. Contract/Parks & Recreation Director.

Attachments: Sean Campbell Resume & Letter of Interest
Employment Contract - Sean Campbell

Mandy Hines selected Sean Campbell to fill the position of Parks & Recreation Director and is seeking board approval.

A motion was made by Commissioner Gross, seconded by Commissioner Langford, to approve this contract. The motion carried by the following vote:

Aye: Schaefer, Hickox, Langford, and Gross

Absent: Deriso

14. Womack Sanitation / Audit Determination

Mandy Hines presented a request sponsored by Commissioner Gross to cease or continue moving forward with an Audit of Womack Sanitation's books and records. Commissioners discussed the long history of the issue and noted that Womack consistently provides strong service, receives very few complaints, and often goes above the contractual requirements, such as collecting more than the two-bag limit without issue. Several commissioners expressed concern that an audit-estimated to cost between $60,000 and $90,000-would not produce meaningful or actionable findings because the franchise agreement does not set profit limits or define any measures that could be violated. Staff confirmed that even an agreed-upon or scaled-down audit would still be intrusive and that, since the contract does not establish maximum profit margins or similar benchmarks, the usefulness of the audit would be inherently subjective. Commissioners emphasized that Womack has not raised commercial roll-off rates since the start of the agreement, that the County's current twice-weekly service remains lower in cost than comparable city service, and that going out to bid would likely result in higher prices and reduced service quality from non-local providers.Before closing the item, commissioners asked about reinstating the CPI adjustment previously removed from the agreement. Valerie Vicente County Attorney explained that adding a CPI provision would require separate board direction and would return as a formal amendment at a future meeting. The board reached consensus to bring back a separate agenda item to consider restoring a CPI-based rate adjustment.

A motion was made by Commissioner Gross, seconded by Commissioner Schaefer, to approve to cease audit request. The motion carried by the following vote:

Aye: Schaefer, Hickox, Langford, and Gross

Absent: Deriso

15. Election of Chair and Vice-Chair to take effect at the end of the Board meeting today.

The board conducted its annual vote for chair and vice chair, electing Commissioner Hickox as chair and Commissioner Langford as vice chair, followed by light conversation about upcoming responsibilities. They reviewed committee assignments and agreed to swap the primary and alternate roles for the HRTPO, pending input from the absent commissioner.

A motion was made by Commissioner Gross, seconded by Commissioner Schaefer, to approve the Election of Chair and Vice-Chair. The motion carried by the following vote:

Aye: Schaefer, Hickox, Langford, and Gross

Absent: Deriso

16. Accounts and Warrants Drawn Per Schedule of Bills Payable.

Attachments: AP Check Report - Warrants 10-28-25 to 11-06-25

Peter Danao, Finance Director presented a request to approve accounts and warrants drawn according to Schedule(s) of Bills Payable October 28, 2025-November 06, 2025.

A motion was made by Commissioner Langford, seconded by Commissioner Gross, to

approve the accounts and warrants drawn. The motion carried by the following vote:

Aye: Schaefer, Hickox, Langford, and Gross

Absent: Deriso

17. Proposal/The Grey Rock Group

Attachments: Proposal, The Grey Rock Group.pdf

This item was pulled.

18. Ordinance/Amending Chapter 2 "Administration," of the DeSoto County Code of Ordinances related to member terms, qualifications, and attendance for the Economic Development Advisory Committee.

Attachments: Ordinance Amending Economic Development Advisory Committe (updated 10.28)

Sondra Guffy presented a request to adopt the ordinance/ amendment for Chapter 2 of the DeSoto County Code of Ordinances relating to the Economic Development Advisory Committee.

A motion was made by Commissioner Gross, seconded by Commissioner Schaefer, to adopt this Ordinance. The motion carried by the following vote:

Aye: Schaefer, Hickox, Langford, and Gross

Absent: Deriso

Enactment No: 2025-017

19. Purchase of a 60kw Caterpillar Generator and Automatic Transfer Equipment through Sourcewell from Ring Power a CAT Dealer

Attachments: Ring Power - Sourcewell piggyback
RPC Quote - DeSoto County FS2, JM25
PSQ_149700_20251021181725

Cindy Talamantez, Purchasing Director presented a request to approve the the Purchase of Generator Equipment for Fire Station 2 and authorize the County Administrator to approve associated paperwork and Purchase orders.

A motion was made by Commissioner Gross, seconded by Commissioner Langford, to approve this Contract. The motion carried by the following vote:

Aye: Schaefer, Hickox, Langford, and Gross

Absent: Deriso

20. Change Order #3 Annual Paving

Attachments: CO#3 ANNUAL PAVING

Mike Guardullo, County Engineer presented a request to approve Change Order #3 to the Annual Paving Contract with Excavation Point to add additional roadways.

A motion was made by Commissioner Gross, seconded by Commissioner Langford, to approve the Change Order. The motion carried by the following vote:

Aye: Schaefer, Hickox, Langford, and Gross

Absent: Deriso

21. Resolution/Budget Amendment Fiscal Year 2024/2025

Attachments: Resolution
Summary and Narrative
2025-163 Budget Carryovers-11-18-2025
2025-164 Law Enforcement Trust (Q4)
2025-165 EOY

Brian Wagner presented a request To adopt a Resolution relating to budget amendments 2025-163, 2025-164 and 2025-165 affecting the 2024/2025 adopted budget.

A motion was made by Commissioner Schaefer, seconded by Commissioner Langford, to adopt this Resolution. The motion carried by the following vote:

Aye: Schaefer, Hickox, Langford, and Gross

Absent: Deriso

Enactment No: 2025-105

22. Resolution/Budget Amendment Fiscal Year 2025/2026

Attachments: Resolution
Summary and Narrative
2026-9 General Fund Elected Officials
2026-13 Budget Carryovers-11-18-2025
2026-14 Opioid Fund
2026-15 Capital Road Projects
2026-16 Special Projects CDBG Generator
2026-18 Public Safety
2026-19 E911 11-18-2025
2026-20 Sheriff

Brian Wagner presented a request to adopt a Resolution relating to budget amendments 2026-9, 2026-13, 2026-14, 2026-15, 2026-16, 2026-18, 2026-19 and 2026-20 affecting the 2025/2026 adopted budget.

A motion was made by Commissioner Gross, seconded by Commissioner Langford, to adopt this Resolution. The motion carried by the following vote:

Aye: Schaefer, Hickox, Langford, and Gross

Absent: Deriso

Enactment No: 2025-106

23. Osceola/VCH Mediated Settlement Agreement (FLUEDRA)

Attachments: FLUEDRA Mediated Agreement (11.10.25) clean

This agreement was tabled to the Board of County Commissioners due back on 12/16/2025

24. Amended Resolution 2025-031, Approving Special Exception Use for Osceola/VCH pursuant to Mediated Settlement Agreement

Attachments: Amended and Restated Resolution 2025-031(A) (draft 11.11)

This item was tabled to the Board of County Commissioners due back on 12/16/2025

ADMINISTRATOR'S REPORT

Mandy Hines, County Administrator explained their was request from a high-school teacher seeking a fee waiver to use the Turner Center for a CTE senior ceremony. She noted that current policy only permits free use for prom and graduation, and that granting additional waivers could set a difficult precedent. Commissioners discussed the challenges of offering exceptions due to costs and fairness to other groups.

COUNTY ATTORNEY'S REPORT

None.

BOARD MEMBER COMMENTS

The Board of County Commissioners extends heartfelt appreciation to all staff for their continued dedication and hard work, and their commitment to serving our community makes a meaningful difference every day. The Board wishes everyone a safe, joyful, and happy Thanksgiving.

RECESS UNTIL 6:30 PM PUBLIC HEARING

QUASI-JUDICIAL PUBLIC HEARING

Valerie Vicente County Attorney explained county procedures for Quasi-Judicial and Ex Parte Communication. Commissioners all then gave a brief list of constituents they have had correspondence with via phone, e-mail or in person as well and time and dates of any site visits. The Clerk administered the Oath to all who wished to speak at the hearing.

25. Resolution / Mt. Ephraim Baptist Church, Inc. / Special Exception (USE-0193-2024)

Attachments: 2025-10-14 Mt Ephraim Baptist Church USE 0193 2024 DRAFT S with mms edits (cao)
Location Map-Mt. Ephraim
FLUM
ZONING MAP
02 Revised Site Plan
2025-10-14 Resolution Mt Ephraim Baptist Church USE-0193-202 with mms edits (cao)

Misty Servia presented a request for the adoption of a resolution approving a special exception use to allow for the expansion of a place of worship on an 8.31-acre property located on SW CR 661. The property is zoned Agricultural- 10 (A-10) and located in the Rural/Agricultural Future Land Use Category. Ms.Servia conducted a comprehensive review of the applicable criteria and recommended conditions for approval. Staff findings concluded that the application is consistent with the Comprehensive Plan, complies with all Land Development Regulations, and meets all other applicable requirements. The applicants representative was available for questions.

A motion was made by Commissioner Langford, seconded by Commissioner Gross, to

adopt this Resolution. The motion carried by the following vote:

Aye: Schaefer, Hickox, Langford, and Gross

Absent: Deriso

Enactment No: 2025-107

26. Ordinance / JBCC Veterans Blvd. LLC (Veterans Storage) Rezone - RZNE-0067-2025

Attachments: 2025-10-14 RZNE-0067-2025 Veteran Storage Ord for PC
Location Map
FLUM
Zoning
Site Plan - Signed 05.13.25 5
2025-10-14 RZNE-0067-2025 Veterans Storage SR for PC

Misty Servia presented a request to rezone a ±2.32-acre parcel located at the northeast corner of N Orlando Blvd and Veterans Blvd in southwest DeSoto County. The applicant, JBCC Veterans Blvd, LLC, is seeking approval for a Planned Unit Development (PUD) zoning district to allow for the construction of a three-story, 81,666-square-foot self-storage facility with a Floor Area Ratio (FAR) of 0.81, as outlined in the Concept Development Plan. Although the parcel lies within DeSoto County, it is uniquely positioned at the intersection of three jurisdictions: it borders the City of North Port in Sarasota County to the west and Charlotte County to the south, and is notably the only parcel in DeSoto County located west of Interstate 75. Ms. Servia reviewed the relevant land use category and the DeSoto County Comprehensive Plan to ensure consistency with county regulations.The site is currently undeveloped and is surrounded by Interstate 75 to the north and east, vacant residential land to the west, and vacant commercial property across Veterans Blvd to the south in Charlotte County. It is situated near existing water and wastewater infrastructure provided by Charlotte County Utilities, which runs along the south side of Veterans Blvd-a four-lane divided arterial roadway. The proposed development will connect to these public utility systems within the Charlotte County Utility Franchise Area. Charlotte County has already granted Final Site Plan approval for the utility and roadway improvements associated with the project, and the applicant has coordinated with Charlotte County to ensure access and utility services, as the necessary infrastructure lies within that jurisdiction. In accordance with Land Development Regulations (LDR) Section 20-1627, applicants requesting bonus density or intensity must provide competent substantial evidence demonstrating both eligibility and the extent of the bonus requested. Ms. Servia conducted a thorough review of the applicable criteria and recommended conditions for approval. County staff concluded that the application is consistent with the Comprehensive Plan, complies with all Land Development Regulations, and meets all other applicable requirements. The applicant's representative was present to answer questions, and the board engaged in further discussion following the presentation.

A motion was made by Commissioner Gross, seconded by Commissioner Langford, to adopt this Ordinance. The motion carried by the following vote:

Aye: Schaefer, Hickox, Langford, and Gross

Absent: Deriso

Enactment No: 2025-018

27. Resolution / JBCC Veterans Blvd. LLC (Veterans Storage) SITE-0125-2023

Attachments: 2025-11-07 SITE-0125-2023 Veteran's Storage IP for BOCC
Location Map
FLUM
Zoning
Plan Dated 10-13-25 - BOCC
2025-11-07 Resolution SITE 0125-2023 Veterans Storage IP for BOCC

Misty Servia presented a request for approval for a proposed Improvement Plan for a self-storage facility in DeSoto County. The project site, located at the northeast corner of N Orlando Boulevard and Veterans Boulevard, covers 2.32 acres and is zoned as a Planned Unit Development (PUD). JBCC Veterans Blvd. LLC seeks approval to construct an 81,666-square-foot, three-story facility with a Floor Area Ratio (FAR) of 0.81. This request is tied to a concurrent PUD rezoning application, which must be approved before the Improvement Plan can move forward.The Comprehensive Plan designates the site as Low Density Residential, permitting a base FAR of 0.4 and a maximum of 1.0 for mini-warehouse uses under certain conditions. The applicant requests a bonus FAR, justified by the availability of nearby utilities and the inclusion of 37% open space, which exceeds the required 25%. A deviation from the usable open space requirement is also requested and supported by staff, given the nature of the facility.Transportation and infrastructure considerations include site access via Veterans Boulevard, with no traffic study required due to the low traffic impact expected from the use. There was discussion focused on access, The applicant clarified that although the existing driveway on Veterans Boulevard will remain, the previously proposed right-turn lane will not be constructed because Charlotte County determined it was not warranted for a low-traffic storage use. A second access point will be added from the north end of the building to North Orlando, creating two ways in and out of the site. Some commissioners expressed safety concerns about removing the turn lane due to traffic speeds on Veterans, but staff explained that roadway authority rests with Charlotte County and that DeSoto staff will coordinate with them before issuing the Notice to Proceed. The applicant confirmed that vehicles-including larger trucks-will still have sufficient room to safely turn into the site and that a Knox box will be placed at the gated entrance for emergency access. The project has already received final site plan approval from Charlotte County, ensuring utility connections and roadway improvements are in place. Solid waste will be managed through onsite dumpsters, and stormwater systems will comply with county regulations. There was further discussion centered on loading areas and Condition 8, which originally required all loading zones to be uncovered. Staff explained that the plan on record showed two loading areas, but the applicant wished to add a third loading zone on the north side where overhead doors are located. Because that additional loading area and the associated removal of curbing were not shown in the reviewed plan, they had not been evaluated by engineering or fire safety. Staff

recommended allowing these changes to be reviewed during the final step-issuance of the Notice to Proceed-where the county engineer and public safety can determine whether the third loading zone meets standards and does not compromise emergency access. The board agreed that if a covered loading area is allowed, it must provide at least 16 feet of clearance between the pavement and the bottom of the canopy, consistent with the fire chief's requirement.Staff recommends approval of the Improvement Plan, contingent upon the Board's approval of the PUD rezoning. Conditions include submission of state permits, revisions to the plan reflecting Board requirements, and installation of landscaping and infrastructure prior to issuance of a Certificate of Occupancy. The deviation for open space is recommended as consistent with the intent of the PUD district.

A motion was made by Commissioner Langford, seconded by Commissioner Hickox, to adopt this Resolution. The motion carried by the following vote:

Aye: Schaefer, Hickox, Langford, and Gross

Absent: Deriso

Enactment No: 2025-108

ADJOURNMENT

Being no further business before the Board, Chairman Deriso adjourned the meeting at 7:33pm.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

_____
MANDY HINES
COUNTY ADMINISTRATOR

_____
J.C. DERISO
CHAIRMAN

Board Documents 11-18-2025 BOCC PUBLIC MEETING

Attachments: 11-18-2025 BOCC Public Speaker Cards

NOTE: For quasi-judicial matters, any party desiring a verbatim record of the proceeding of this hearing for the purpose of an appeal is advised to make private arrangements for the production of a record and anyone wishing to present documents or other written evidence to the Board must provide eight (8) copies of the written material . If special accommodations are required in accordance with the Americans with Disabilities Act, individuals should contact the County Administrator's Office by calling 863-993-4800 at least 48 hours prior to the hearing.

DeSoto County

12/16/2025

Item #: 2.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☐ Public Hearing Agreement

DEPARTMENT: Economic Development
SUBMITTED BY: **Sondra Guffey**
PRESENTED BY: **Sondra Guffey**

TITLE & DESCRIPTION:
Agreement for education services between DeSoto County Board of County Commissioners and The University of South Florida Board of Trustees.

REQUESTED MOTION:
Approve the agreement for education services between Desoto County Board of County Commissioners and The University of South Florida Board of Trustees.

SUMMARY:
This is the annual agreement between the County and USF for the services of the Small Business Development Center (SBDC)

BACKGROUND:
The Small Business Development Center provides no-cost, one-on-one business consulting to existing and aspiring business owners. The SBDC also provides in-person and virtual training and education events. The County agrees to refer people to the SBDC for services.

FUNDS:
Budget Amount: **$3942**
Actual Agenda Item: **$3942**
Cost: **$3942**
Account Number: **001-2603515340100**
Explanation: **as budgeted**

FIXED PRICE AGREEMENT FOR EDUCATION SERVICES
BETWEEN
DE SOTO COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES
(FLORIDA SMALL BUSINESS DEVELOPMENT CENTER)

This Agreement for Education Services **("Agreement")** is between DeSoto County Board of County Commissioners (the **"County"),** whose address is 210 East Oak Street, Arcadia, FL 34226, and The University of South Florida Board of Trustees, contracting agent of the University of South Florida (USF) and the Florida Small Business Development Center at USF (the **"Center"),** whose address is 4202 East Fowler Avenue, Tampa, Florida 33620. The County and the Center agree as follows:

A. Educational Services. The County and the Center will work together to facilitate the provision of educational services to small businesses. To that end, they have the following responsibilities:

1. The Center will:
   a) Provide one business consultant to serve DeSoto County business owners.
   b) Provide no-cost, one-on-one business consulting to existing and aspiring small business owners in Highlands, Hardee, and DeSoto counties.
   c) Engage in community outreach; i.e., build and maintain relationships with financial institutions, chambers of commerce, economic development agencies and other similar agencies; and attend events that promote small business interests.
   d) Schedule a minimum of nine low-cost entrepreneurial training events available to Highlands, Hardee, and DeSoto County entrepreneurs. Training will consist of in-person and/or online events.
   e) Include the DeSoto County Board of County Commissioners logo on the FSBDC at USF website and link back to the DeSoto County Board of County Commissioners website.
   f) Deliver a minimum of 340 total Consulting hours (includes consulting, preparation time, and travel to client site) to aspiring and existing Highlands, Hardee, and/or DeSoto County businesses.

2. The County will:
   a) Dedicate County website space to support the Center's services for existing and aspiring DeSoto County businesses, including confidential no-cost consulting, business assessments, financial analysis, market research, strategic marketing plans, international trade, and government contracting assistance.

b) Maintain an adequate supply of the Center's marketing materials at County offices.
c) Refer clients to the Center's office.

B. Contacts of the Parties.

For County:

Administrative Contact:
Sondra Guffey
Division Director, Economic Development
DeSoto County Board of County Commissioners
2250 NE Roan St.
Arcadia, FL 34266

Phone: (863) 993-4807
S.guffey@desotobocc.com

For Center:

Project Director:
Carlton Hadden, II
Regional Director
Florida Small Business Development Center
University of South Florida
3802 Spectrum Blvd., Suite 201
Tampa, FL 33612

Phone: (813) 396-2700
Carltonh@usf.edu

Administrative Contact:

P. Michelle Twitmyer
Sponsored Research
University of South Florida
3702 Spectrum Blvd., Suite 165
Tampa, FL 33612-9445

Phone: (813) 396-2248
mtwitmyer@usf.edu

C. Notices. Any notices given under this Agreement must be in writing and sent to the administrative contact of the party for which notice is intended, as set forth above. Notices may be delivered by certified mail, return receipt requested, or by hand delivery, courier, or fax, with proof or confirmation of receipt. Notices are effective when received.

D. Payment and Invoices. In consideration of the Center's performance under this Agreement, the County will pay the Center a fixed price total of $3,943.00 inclusive of indirect costs at a rate of 5%. If unobligated funds remain at the conclusion of the project, all unobligated funds shall remain with the University. The County will issue payment within 30 days after receipt of an acceptable invoice from the Center. The Center will submit its invoices in accordance with Attachment 1, Method of Payment.

E. Modification of Agreement. The parties may modify this Agreement by written amendment signed by both parties.

F. Liability. Each party is responsible for all claims arising out of its own performance under this Agreement and that of its officers, employees, agents, volunteers, and students.

G. Independent Contractors. The parties to this Agreement are independent contractors, and the officers, agents, contractors, and employees of one are not, by virtue of this Agreement, the officers, agents, contractors, or employees of the other.

H. Term and Termination.

1. This Agreement is effective October 1, 2025, through September 30, 2026.

2. The parties may terminate this Agreement at any time by mutual written consent.

3. Either party may terminate this Agreement, with or without cause, upon no less than 30 days' written notice to the other party.

4. The Center may terminate this Agreement immediately upon written notice to the County if the County commits an act or omits to take any action that in the good faith belief of the Center jeopardizes a participant's health or safety.

5. In the event of early termination, the County will compensate the Center for costs and non-cancellable commitments incurred prior to the date of termination.

By their signatures below, both parties acknowledge and agree that they will comply with all applicable federal, state, and local laws, regulations, and guidelines relating to their performance under this Agreement, including but not limited to those pertaining to nondiscrimination, privacy rights of participants, maintenance and disclosure of records, and confidential information. This Agreement includes Attachment 1.

DeSoto County Board of County Commissioners

By: _____
Steve Hickox
Chairperson
Board of County Commissioners

Date: _____

_____
Valerie Vicente, County Attorney

The University of South Florida Board of Trustees

By: _____
Stephanie Rios
Director, Sponsored Research
University of South Florida

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
Timothy C. Mays, Jr.
USF ATTORNEY

ATTACHMENT 1

METHOD OF PAYMENT

Billing Schedule:

This is a fixed price agreement in the amount not to exceed $3,943.00

Billing Period	**Invoice Due**
October 1, 2025 – September 30, 2026	$3,943.00– due October 31, 2026

Send all invoices to the following address by the due date:

Sondra Guffey
Division Director, Economic Development
DeSoto County Board of County Commissioners
2250 NE Roan St.
Arcadia, FL 34266

Phone: (863) 993-4807
s.guffey@desotobocc.com

Instructions for Invoices:

1. The invoice must be printed on USF Letterhead
2. The invoice must be signed by an authorized representative of USF.

Send Payments to:

University of South Florida
Attn: USF Business Payments PS
P.O. Box 737443
Dallas, TX 75373-7443

DeSoto County

12/16/2025

Item #: 3.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☐ Public Hearing Agreement

DEPARTMENT: Emergency Management
SUBMITTED BY: **Marc Purvis**
PRESENTED BY: **Marc Purvis**

TITLE & DESCRIPTION:
American Red Cross Facility Use Agreement

REQUESTED MOTION:
To approve the Facility Use Agreement between DeSoto County Board of County Commissioners and the American Red Cross as presented.

SUMMARY:
Renewal Agreement between DeSoto County Board of County Commissioners and the American Red Cross

BACKGROUND:
This is a renewal Agreement between DeSoto County Board of County Commissioners and the American Red Cross for use of the Turner Center as General Population Shelter.

FUNDS:
Budget Amount: Click or tap here to enter text.
Actual Agenda Item: Click or tap here to enter text.
Cost: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Explanation: Click or tap here to enter text.

Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families, and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public, who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	Desoto County Turner Agri-Civic Center
Address	2250 NE Roan St, Arcadia, FL 34266
24-Hour Point of Contact Name and Title Work Phone Cell	Sondra Guffey Turner Center Director (863) 444-2396
Address for Official Notices (only if different from above	201 E Oak Street Suite 201 Arcadia, FL 34266

Red Cross:

Chapter Name	Mid Florida Chapter of American Red Cross
Chapter Address	147 Avenue A Winter Haven, FL 33881
24-Hour Point of Contact Name and Title Work Phone Cell	Zachary Stokes Senior Community Disaster Progam Manager South Florida Region 502-381-4382 Cell
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.

Terms and Conditions

1. Use of Facility: Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)	N/A	N/A
Storage of supplies	N/A	N/A
Parking of vehicles	N/A	N/A
Disaster Shelter		

2. Facility Management: The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.

3. Condition of Facility: The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's ***Facility/Shelter Opening/Closing Form*** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

4. Food Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.

5. Custodial Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.

6. Security/Safety: In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.

7. Signage and Publicity: The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the

written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form,* to record any damage or conditions.

9. Fee (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:

   a. Owner will not charge a fee for the use of the Facility.
   Owner Initials _____ Red Cross Initials _____

   b. The Red Cross will pay $n/a per: n/a for the right to use and occupy the Facility
   Owner Initials _____ Red Cross Initials _____

10. Reimbursement: Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

   a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

   b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.

   c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water		
Gas		
Electricity		
Waste Disposal		

   d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

   e. If the disaster is a Federally declared disaster and Owner is a municipal, county, parish, or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to

reimburse the Owner for costs covered by Public Assistance Category B.

11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least $1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers'.
    a. Compensation coverage with statutory limits for the jurisdiction within which the facility is located and $1,000,000 in Employers' Liability.
12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.
13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Digital Signature: Each party agrees that either part's execution of this agreement by DIGITAL signature (whether ELECTRONIC or encrypted) is expressly intended to authenticate this AGREEMENT and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. The use of digital signatures is intended to facilitate more efficient execution and delivery of signed documents.

Desoto Co Turner Agri-Civic Center	The American National Red Cross
Owner (Legal Name)	(Legal Name)
By (Signature)	By (Signature)
Steve Hickox	Scott Markowitz
Name (Printed)	Name (Printed)
Desoto County Commissioner	Community Disaster Program Manager
Title	Title
Date	Date

DeSoto County

12/16/2025

Item #: 4.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☐ Public Hearing Grant

DEPARTMENT: Administration
SUBMITTED BY: **Brady Anderson, Sheriff's Office**
PRESENTED BY: **Mandy Hines, County Administrator**

TITLE & DESCRIPTION:
Patrick Leahy Bulletproof Vest Partnership Grant

REQUESTED MOTION:
To approve the Patrick Leahy Bulletproof Vest Partnership Grant Application.

SUMMARY:
Funds are used to reimburse 50% of all law enforcement vests purchased by the Sheriff's Office.

BACKGROUND:
Every single year the U.S. Office of Justice and the U.S. Department of Justice partner with law enforcement agencies to cover a portion of all law enforcement officer's primary vest.
This year is no different, the Sherif's Office will be requesting $6,064.00 in funding to help facilitate the purchase of the new vests. The vests will be for new officers and/or replacement vests for existing officers once theirs expire. Our vest policy as well as grant qualifications require every officer to wear a vest

FUNDS:
Budget Amount: **N/A**
Actual Agenda Item: **N/A**
Cost: **N/A**
Account Number: **N/A**
Explanation: **Patrick Leahy Bulletproof Vest Partnership Grant Application**

DESOTO COUNTY, FLORIDA

RESOLUTION NO: 2025-_____

RESOLUTION OF THE COUNTY COMMISSION OF DESOTO COUNTY, FLORIDA, AUTHORIZING THE CHIEF EXECUTIVE TO MAKE APPLICATION TO THE DEPARTMENT OF JUSTIC UNDER PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP GRANT PROGRAM, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, DeSoto County Sheriff's Office (the "Sheriff's Office") is experiencing a need for the replacement of equipment the agency currently possesses; and

WHEREAS, the United States Department of Justice (the "Agency") has created and administers the Patrick Leahy Bulletproof Vest Partnership Program Grant (the "Grant Program") to assist local law enforcement agencies in purchasing body armor vests; and

WHEREAS, the Sheriff's Office provides bulletproof vests for its officers; and

WHEREAS, the financial assistance from the Grant Program would financially benefit the Sheriff's Office in procuring bulletproof vests for its police officers; and

WHEREAS, specifically, the Grant Program provides funds to the Sheriff's Office for the cost of body armor vests on a reimbursement basis; and

WHEREAS, the Sheriff's Office desires to apply for certain grant funds (the "Grant Funds") from the Grant Program in furtherance of purchasing bulletproof vests (the "Project"); and

WHEREAS, the Agency requires that the Chief Executive of the applicant government (i.e., the County Administrator) submit an application (the "Application") as a condition of being considered for an award of the Grant Funds from the Grant Program in furtherance of funding the Project; and

WHEREAS, submitting the Application to be considered for an award of the Grant Funds from the Grant Program in furtherance of funding the Project is in the public interest and in the interests of the County.

NOW, THEREFORE, **BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, that**:

SECTION 1. The Department of Justice under Patrick Leahy Bulletproof Vest Partnership Grant is declared to be a workable program for providing needed replacement equipment for the DeSoto County Sheriff's Office indicated in the proposed application.

SECTION 2. The COUNTY COMMISSION hereby directs the Chief Executive (i.e., the County Administrator)to execute all necessary certifications of the Department of Justice Bulletproof Vest Partnership Grant application and grant award.

SECTION 3. That the County Commission directs the Chief Executive (i.e., the County

Administrator) to execute and submit the attached application, certifications and assurances to the DOJ for approval.

SECTION 4. That the Chief Executive (i.e., the County Administrator) is authorized and directed to submit additional information in a timely manner as may be required by the DOJ for the grant application and grant award.

SECTION 5. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ___ day of _____, 2025

ATTEST:

_____
Mandy Hines
County Administrator

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Steve Hickox
Chairman

Approved as to form and
Legal sufficiency:

_____
Valerie Vicente, County Attorney

CEO CERTIFICATION

Application Profile | Application | NIJ Approved Vests | Submit Application

CERTIFICATION

General Certification

U.S. Department of Justice
Office of Justice Programs

Patrick Leahy Bulletproof Vest Partnership Grant
Certifications and Assurances
by the Chief Executive of the Applicant Government

On behalf of the applicant, and in support of this application for an award under the Patrick Leahy Bulletproof Vest Partnership (BVP) Grant program, I certify under penalty of perjury to the Office of Justice Programs (OJP), U.S. Department of Justice (Department), that all of the following are true and correct:

a. I have the authority, as chief executive of the applicant to make the following representations on behalf of myself and the applicant. I understand that these representations will be relied upon as material in any OJP decision to make an award to the applicant based on its application.

b. The applicant has the legal authority to apply for the federal assistance sought by the application, and that it has funds sufficient to pay any required non-federal share of project costs.

c. I assure that, throughout the period of performance for the award (if any) made by OJP based on the application, the applicant will-

i. comply with all award requirements and all federal statutes and regulations applicable to the award;

ii. require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and

iii. maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

d. The applicant understands that the federal statutes and regulations applicable to the award (if any) made by OJP based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition-

i. the applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

ii. the applicant understands that the applicable statutes pertaining to nondiscrimination may include section 815(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d(c)); section 1407(e) of the Victims of Crime Act of 1984 (42 U.S.C. § 10604(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (42 U.S.C. § 13925(b)(13)) also may apply; and

iii. on behalf of the applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

e. The applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by OJP based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), and 46 (human subjects protection).

f. I assure that the applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by OJP based on the application. The applicant agrees that documentation to support the BVP application and payment requests will be kept for at least a three year period.

g. I certify that submission of this application for funding under the BVP Grant Act constitutes the legally binding acceptance by the applicant of the terms and conditions set forth in the application, and of the BVP program's statutory, regulatory, and programmatic requirements, restrictions, and conditions.

h. The applicant understands that, in the case of any equipment or products that may be purchased under an award under the BVP Grant Act, it is the sense of the Congress that

BVP recipients receiving the assistance should, in expending the award funds, purchase only American-made equipment and products.

i. No funding received under any other Federal grant program will be used to pay or defer the cost, in whole or in part, of the matching requirement of 31 USC § 10531(1), except as provided in 31 USC § 10531(2) regarding funds appropriated for the activities of any agency of an Indian Tribal government or the Bureau of Indian Affairs.

j. The applicant EITHER:

i. did NOT (or will NOT) apply for a Justice Assistance Grant (JAG) Local award for the same fiscal year as that of this application; OR

ii. HAS applied for (or WILL apply for) a JAG Local award for the same fiscal year as that of this application and has considered but did NOT (and does NOT) expect to use those JAG Local award funds for any part of the cost of purchasing armor vests (including either the federal or the match portion).

☑ **I acknowledge and accept the General Certification**

CERTIFICATION

Funding Limits Certification

a. I acknowledge that all funding awards will be subject to the availability of funds and I acknowledge that there is no guaranteed level of funding associated with the submission of this application to the BVP program.

b. The applicant will meet its financial and contractual obligations associated with any purchase transactions, regardless of the amount of funding received under this application.

☑ **I acknowledge and accept the Funding Limits Certification**

CERTIFICATION

Mandatory Wear Policy Certification

a. The applicant has a written, mandatory-wear policy that establishes general requirements for law enforcement and corrections officers, assigned to uniformed functions, to wear (subject to appropriate exceptions as determined by the applicant) bullet-resistant vests and that this policy is in effect on the date this application is submitted.

b. I assure that the foregoing written mandatory-wear policy will remain in effect during the service life of any and all vests purchased with federal funds under this award.

c. To the best of my knowledge and belief, after diligent inquiry and review, this applicant is, at the time this application is submitted, in compliance with the foregoing mandatory-wear policy.

d. I assure that the applicant will remain in compliance with the foregoing mandatory-wear policy throughout the service life of any and all vests purchased with federal funds under this award.

☑ **I acknowledge and accept the Mandatory Wear Policy Certification**

CERTIFICATION

Unique Vest Fit Certification

a. To the best of my knowledge and belief, after diligent inquiry and review, I certify that, at the time this application is submitted-

i. The criteria and protocols, made available by the BVP program, for providing "uniquely fitted" ballistic or stab-resistant vests to officers have been reviewed.

ii. All of the applicant's law enforcement and corrections officers have been provided with access to the ASTM International "Standard Practice for Body Armor Wearer Measurementand Fitting of Armor"-ASTM Standard E3003-and the Justice Information Technology Center's "Personal Armor Fit Assessment".

iii. All of the applicant's law enforcement and corrections officers have been notified that, upon their request, they will be provided with the opportunity to receive a protectivevest that is uniquely fitted to them.

Note: In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armorvests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of 1)correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses,fasteners,

flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarilyrequire body armor that is individually manufactured based on the measurements of an individual wearer.

☑ **I acknowledge and accept the Unique Vest Fit Certification**

CERTIFICATION

Signature Acknowledgement Certification

I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that payments under OJP programs such as the BVP program, including certifications provided in connection with such awards, are subject to review by the Department, including by OJP and by the Department's Office of the Inspector General.

☑ **I acknowledge and accept the Signature Acknowledgement Certification**

SIGNATURE

As the chief executive officer (or designee), authorized to submit this application, I hereby enter my full name in the space provided below:

SUBMIT BACK

MANAGE APPLICATION


Application Profile


Application


NIJ Approved Vests

Submit Application

Listed below is each of the vests which you included in your application. You may view, change or delete the information shown for each type of vests listed by clicking on its 'Model Name'. To add more vests to your application, please select the "Add Vests To Application" button. If all information is correct, please select the "Proceed To Submit Application" button to continue with the application process.

APPLICATION PROFILE

Participant	DESOTO COUNTY
Fiscal Year	2025
Number of Agencies Applied	1
Total Number of Officers for Application	63
Number of Officers on Approved Applications	63

APPLICATION PROFILE

Fiscal Year	2025
Vest Replacement Cycle	4
Number of Officers	63
Number of Emergency **Number of Stolen or**	0

Replacement Damaged Needs

Number of Officer Turnover	2

VIEW/UPDATE APPLICATION

Vests for 2025 Regular Fund

Model Name	Quantity	Specification	Unit Price	Total Cost
+ SLXII	8	II	$758.00	$6,064.00
+ **Grand Totals**	**8**			**$6,064.00**

PROCEED TO SUBMIT APPLICATION | ADD VESTS TO APPLICATION

DeSoto County

12/16/2025

Item #: 5.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☐ Public Hearing Agreement

DEPARTMENT: Social Services
SUBMITTED BY: **Megan Deuchar**
PRESENTED BY: **Lauri Benson**

TITLE & DESCRIPTION:
Agreement / Cornerstone Community Partners / Environmental Review Services for CDBG Housing Projects

REQUESTED MOTION:
Approve the Agreement with Winter Consulting Group, LLC d/b/a Cornerstone Community Partners.

SUMMARY:
Staff is requesting approval of an Agreement with Cornerstone Community Partners to perform Environmental Review services for the County's CDBG-funded housing projects.

BACKGROUND:
DeSoto County issued RFP No. 25-18-00RFP requesting proposals from qualified environmental consulting firms to provide Environmental Review services for the County's HUD Community Development Block Grant (CDBG) Rehabilitation, Demolition, and Reconstruction housing projects. The scope includes Tier I and Tier II reviews, preparation of Environmental Review Records (ERRs), agency coordination, and all tasks required to comply with 24 CFR Part 58 and all applicable Federal, State, and Local regulations.

A selection committee reviewed the proposals and ranked Winter Consulting Group, LLC d/b/a Cornerstone Community Partners as the most qualified firm. Compensation under the Agreement consists of a lump-sum fee, a unit price for additional site reviews, and an hourly rate schedule attached to the Agreement for any additional services that may be needed. All costs associated with this Agreement are eligible for reimbursement under the County's CDBG Subgrant Agreement.

FUNDS:
Budget Amount: **Reimbursable through CDBG Subgrant Agreement**
Actual Agenda Item: **$22,500.00**
Cost: **$22,500.00 lump sum for base Environmental Review services; and $1,000.00 per additional site if reviews beyond the base scope are required.**
Account Number: **168-20025543400000**
Explanation: **Costs under this Agreement are reimbursable through the CDBG Subgrant Agreement. All eligible expenditures, including any additional services billed in accordance with the approved hourly rate schedule, will be submitted for reimbursement.**

DESOTO COUNTY AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2025, between DESOTO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 201 E. Oak Street, Second Floor, Arcadia, Florida 34266, hereinafter referred to as COUNTY, and **WINTER CONSULTING GROUP, LLC, dba CORNERSTONE COMMUNITY PARTNERS,** a limited liability company, headquartered at 4420 West Bay Avenue, Tampa, FL 33616, hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is 592-64-1508.

WHEREAS, COUNTY requires certain professional services in connection with the ongoing provision of Environmental Review Services for CDBG Housing Rehabilitation, Demolition, and Reconstruction Projects; and

WHEREAS, COUNTY issued Solicitation #25-18-00RFP on September 18, 2025, seeking interested firms for the provision of Environmental Review Services for CDBG Housing Rehabilitation, Demolition, and Reconstruction Projects, which is included by reference as to the scope of services contained therein; and

WHEREAS, CONSULTANT was selected pursuant to this Solicitation #25-18-00RFP, which response is hereby incorporated herein by reference, and represents it is capable and prepared to provide such Services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term.

1.1 This Agreement shall take effect on the date of full execution by all parties ("Effective Date").

1.2 The term of this Agreement shall commence on the date of execution by the last signing party and shall remain in effect for an initial period of two (2) years, unless otherwise terminated as provided herein.

1.3 This Agreement may be renewed for up to two (2) additional one-year periods upon mutual written agreement of both parties.

2.0 Scope of Services, Performance Schedule.

2.1 Consultant shall perform Environmental Review Services for DeSoto County's CDBG-funded Housing Rehabilitation, Demolition, and Reconstruction Program, including Tier I and Tier II Environmental Reviews, Environmental Review Records (ERRs), public notices, agency consultations, statutory checklists, HUD-7015.15 Request for Release of Funds, mitigation documentation, and full compliance with 24 CFR Part 58, as further described in Exhibit A.

2.2 CONSULTANT shall also perform additional services as may be further specifically designated and authorized by the COUNTY, in writing. Such authorizations for additional services will be outlined in a Supplemental Agreement ("SA") and all provisions of this Agreement apply to the SA with full force and effect as if appearing in full within each SA. Each SA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution after approval by the Board.

2.3 The CONSULTANT is not authorized to provide services or materials to the COUNTY or undertake any project or work provided for in this Agreement prior to the COUNTY having first issued a Purchase Order ("PO") or Notice to Proceed. CONSULTANT recognizes that the COUNTY may employ several different CONSULTANTs to perform the work described and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

2.4 When the CONSULTANT and the COUNTY enter into an SA where the term of the SA expires on a date that is later than the date that this Agreement expires, the CONSULTANT and the COUNTY agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the SA have been performed. Cancellation by the COUNTY of any remaining work prior to the full completion of the requirements of the SA shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the SA extends beyond the expiration of this Agreement. It does not apply when a SA expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation.

3.1 General.

3.1.1 COUNTY shall pay CONSULTANT in accordance with the following Project Fee schedule:

- **Lump Sum Fee:** $22,500.00 for completion of the Environmental Review for up to ten (10) sites under the CDBG Housing Rehabilitation/Demolition Program.
- **Additional Site Reviews:** $1,000.00 per additional Tier II site-specific Environmental Review beyond the initial ten (10) sites.
- **Hourly Rate Schedule:** As provided by Consultant and attached as Exhibit C, for use in any additional work authorized in writing by the County.

3.1.2 Invoices must reference the applicable Contract and PO number and should further include CONSULTANT's name, address, contact information, dates of service, quantities of materials and descriptions of work performed, as applicable.

3.1.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the COUNTY of correct, fully documented, invoice, in form and substance satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

Social Services Department
DeSoto County
201 E. Oak Street, Suite 202
Arcadia, Florida 34266
Phone: 863-993-4858
Fax: 863-993-4857
Email: l.benson@desotobocc.com

3.1.4 In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

3.1.5 Payment of the final invoice shall not constitute evidence of the COUNTY's acceptance of the work. For final acceptance of any services provided hereunder, the CONSULTANT will submit an acceptance document to the COUNTY for approval.

3.1.6 If compensation is based upon time and materials, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. If compensation is based upon a lump sum price, invoices shall be accompanied by tasks and percentage of work. Additional documents may be requested by COUNTY and, if so requested, shall be furnished by CONSULTANT to County Clerk's satisfaction.

3.1.7 Project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

3.2 Reimbursables.

3.2.1 All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement, if any, shall include copies of paid receipts, invoices or other documentation acceptable to the County Clerk. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Services described in this Agreement.

3.2.2 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the COUNTY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the DeSoto County Social Services or Administration offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

4.0 Insurance

4.1 General Provisions

4.1.1 CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the COUNTY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification, or expiration of such coverage without thirty (30) days prior written notice to the COUNTY.

4.1.2 The COUNTY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of DeSoto County. All such policies shall be endorsed to provide defense coverage obligations. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed $10,000.00 without the permission of the COUNTY.

4.1.4 If there is any failure by the CONSULTANT to comply with the provisions of this section, the COUNTY may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance.

4.1.5 COUNTY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.

4.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All CONSULTANT's sub-consultants shall be required to include COUNTY and CONSULTANT as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the COUNTY for any claim in excess of the subconsultants' insurance coverage.

4.1.9 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the COUNTY.

4.2 Commercial General Liability. CONSULTANT shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than $500,000 each occurrence, $1,000,000 general aggregate, $1,000,000 products and completed operations aggregate, and $100,000 damage to rented premises. Coverage shall be written on an occurrence form and shall include bodily injury, property damage, personal injury, premises, operations, independent contractors, contractual liability, broad form property damage, and property damage resulting from explosion, collapse, or underground (x, c, u) exposures.

4.3 Professional Liability Insurance. $1,000,000.00 for design errors and omissions, exclusive of defense costs. CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The COUNTY may require the CONSULTANT to provide a higher level of coverage for a specific project and time frame.

4.4 Workers' Compensation. The CONSULTANT shall provide, pay for, and maintain workers' compensation insurance on all employees, its agents or subconsultants as required by Florida Statutes.

5.0 Standard of Care.

5.1 CONSULTANT has represented to the COUNTY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 CONSULTANT shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 Indemnification.

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, COUNTY and CONSULTANT agree to allocate such liabilities in accordance with this Section.

6.1.1 CONSULTANT shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals

therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-CONSULTANTs, agents, employees and invitees; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising solely out of the COUNTY's negligence.

6.1.2 COUNTY review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.1.3 CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

6.2 Sovereign Immunity. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 Independent Consultant

7.1 CONSULTANT undertakes performance of the Services as an independent consultant and shall be wholly responsible for the methods of performance.

7.2 COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

7.3 CONSULTANT shall work closely with COUNTY in performing Services under this Agreement.

7.4 The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.

7.5 CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 Authority to Practice. The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws. In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

10.0 Subcontracting.

10.1 The COUNTY reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultant.

10.2 If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subconsultant by the COUNTY. Failure of a subcontactor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

11.0 Federal and State Taxes. The COUNTY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the COUNTY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor shall the CONSULTANT be authorized to use the COUNTY's Tax Exemption Number in securing such materials.

12.0 Public Entity Crimes. The CONSULTANT understands and acknowledges that this Agreement with the COUNTY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONSULTANT, relating to conviction for a public entity crime.

13.0 COUNTY's Responsibilities. COUNTY shall be responsible for providing information in the COUNTY's possession that may reasonably be required by CONSULTANT, including; existing reports, studies, financial information, and other required data that are available in the files of the COUNTY.

14.0 Termination of Agreement.

14.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

14.2 This Agreement may be terminated by the COUNTY with or without cause immediately upon written notice to the CONSULTANT.

14.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

15.0 Uncontrollable Forces (Force Majeure).

15.1 Neither the COUNTY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

16.0 Governing Law and Venue. Any dispute, action or proceeding arising out of or related to this Agreement shall be exclusively commenced in the state courts of DeSoto County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens and forsakes any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

17.0 Non-Discrimination. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

18.0 Waiver. A waiver by either COUNTY or CONSULTANT 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. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.0 Severability.

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement.

20.1 The COUNTY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and CONSULTANT pertaining to the Services, whether written or oral.

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

21.0 Modification. The Agreement may not be modified unless such modifications are evidenced in writing signed by both COUNTY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns.

22.1 COUNTY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONSULTANT shall not assign this Agreement without the express written approval of the COUNTY by executed amendment.

22.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the DeSoto County Board of County Commissioners by executed amendment.

23.0 Contingent Fees. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

24.0 Truth-In-Negotiation Certificate

24.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

25.0 Ownership of Documents.

25.1 CONSULTANT shall be required to cooperate with the COUNTY and other CONSULTANTs relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONSULTANT is not liable for any damages, injury or costs associated with the COUNTY use or distribution of these documents for purposes other than those originally intended by CONSULTANT.

25.2 CONSULTANT shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

25.2.1. Keep and maintain public records required by the COUNTY in order to perform the Scope of Services described herein.

25.2.2. Upon request from the County provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.

25.2.3. 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 Agreement term, and thereafter if the CONSULTANT does not transfer all records to the COUNTY.

25.2.4. Transfer, at no cost, to COUNTY all public records in possession of the CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONSULTANT keeps and maintains public records upon the conclusion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records that would apply to the COUNTY.

25.2.5. If CONSULTANT does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONSULTANT fails to provide records when requested, the CONSULTANT may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-993-4800, S.ALTMAN@DESOTOBOCC.COM, 201 E. OAK STREET, ARCADIA, FLORIDA 34266.

26.0 Access and Audits.

26.1 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the County Clerk or Auditor to the DeSoto County Board of County Commissioners shall result in the recovery of any resulting overpayments. The COUNTY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 Notice.

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

AS TO COUNTY: DeSoto County Social Services Department
Attn: Director (or "Attn: Social Services Director")
201 E. Oak Street, Suite 202
Arcadia, FL 34266
Email: l.benson@desotobocc.com
Phone: 863-993-4858

AS TO CONSULTANT: Winter Consulting Group, LLC d/b/a Cornerstone Community Partners
Attn: Jeffrey C. Winter, Principal
4420 W. Bay Avenue
Tampa, FL 33616
Email: JeffreyCWinter@gmail.com
Phone: 904-309-2153

27.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and COUNTY.

28.0 Service of Process.

AS TO COUNTY: Chairman of the Board of County Commissioners
DeSoto County Florida
201 E. Oak Street, Second Floor
Arcadia, Florida 34266

AS TO CONSULTANT: Winter Consulting Group, LLC d/b/a Cornerstone Community Partners
Attn: Jeffrey C. Winter, Principal
4420 W. Bay Avenue
Tampa, FL 33616
Email: JeffreyCWinter@gmail.com
Phone: 904-309-2153

29.0 Contract Administration. Services of CONSULTANT shall be under the general direction of the DeSoto County Social Services Director, or their successor, who shall act as the COUNTY's representative during the term of the Agreement.

30.0 Key Personnel

30.1 CONSULTANT shall notify COUNTY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONSULTANT at COUNTY's request shall remove without consequence to the COUNTY any subconsultant or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. COUNTY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Jeffrey C. Winter

31.0. Appropriations.

31.1 CONSULTANT acknowledges that the COUNTY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement 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. Accordingly, the COUNTY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

31.2 CONSULTANT acknowledges that all funding for the Services outlined in Section 2.0 hereto is provided by a grant awarded to DeSoto County through FloridaCommerce (CDBG Housing Rehabilitation Program) and as such, all payments due to CONSULTANT are dependent and contingent on the COUNTY’s receipt of grant reimbursements from the receipt of grant reimbursements from FloridaCommerce pursuant to the grant.

32.0 E-Verify and State Provisions

32.1 Contractor certifies that Contractor complies with the following enrollment and verification requirement as set forth in this Article. If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

32.1.1 Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;

32.1.2 Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see section 17.3 of this Article); and,

32.1.3 Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see section 17.4 of this Article)

32.2 If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of the following:

32.2.1 All new employees enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

32.2.2 All new employees enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see section 17.3 of this Article); or

32.2.3 Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see section 17.4 of this Article).

32.3 If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of section 17.1 or 17.2, respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

32.4 Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

32.4.1 Enrollment in the E-Verify program; or

32.4.2 Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

32.5 The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

32.5.1 The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

32.5.2 During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under this Article. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

32.5.3 Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

32.5.4 Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

(a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

32.6 Subcontracts. The Contractor shall include the requirements of this Article, including this section appropriately modified for identification of the parties in each subcontract that:

32.6.1 Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;

32.6.2 Has a value of more than $3,500; and includes work performed in the United States; and

32.6.3 Includes work performed in the United States.

32.7. United States-Produced Iron And Steel (Section 255.0993, Fla. Stat.). United States-Produced Iron and Steel. Pursuant to Section 255.0993, Florida Statutes, unless waived by the County, any iron or steel product permanently incorporated into the Project must be produced in the United States. The following are exempt from this requirement: (i) small amounts of foreign steel and iron that are incidental or ancillary to the primary product, are not separately identified in the project specifications, and the cost of which does not exceed 1/10th of the total contract cost or $2,500, whichever is greater; and (ii) electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles.

32.8 Human Trafficking. As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of the Contractor must attest under the penalty of perjury that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit is included within the Consultant's Proposal (Exhibit B).

32.9. Countries of Foreign Concern. Pursuant to Section 287.138, Florida Statutes, the County cannot knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if the entity is owned, controlled, organized, or operating in a foreign country of concern, which include 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, and any contracting entity that may be given access to an individual's personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is not owned by the government of a foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of nor have its principal place of business in a foreign country of concern. The required affidavit, which must be signed by a duly

authorized officer or representative of Contractor, is included within the Consultant's Proposal (Exhibit B).

32.10 Scrutinized Companies. Contractor certifies that it is not ineligible to submit a bid or proposal for, or enter into a contract or renewal thereof, with any local government entity as a result of the application of Section 287.135, Fla. Stat. In addition, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, is not on the Scrutinized Companies with Activities in the Iran Petroleum Sector List, and does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel, as required by Section 287.135(5), Fla. Stat. In addition, Contractor understands that this reference allows for termination of this Agreement, at the option of the County, if Contractor is found to have submitted a false certification.

33.0 Federal Provisions. Work issued in an SA under this Agreement may be fully or partially funded by Federal Grant. Contractor agrees to comply with the provisions set forth herein where applicable and require compliance of any subcontractors where applicable.

33.1 General Federal Provisions. Work issued in an SA under this Agreement may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal law, Contractor shall comply with the provisions of this Article and comply with the authorities enumerated below, which are incorporated herein by reference.

a. 2 CFR Part 25.110

b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000

c. Executive Orders 12549 and 12689

d. 41 CFR Part 60-1(a) and (d)

e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

33.2 Nondiscrimination Acts and Authorities. For all federally funded Sas, Contractor agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.

33.2.1 Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

33.2.2 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

33.2.3 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

33.2.4 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);

33.2.5 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;

33.2.6 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);

33.2.7 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);

33.2.8 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, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

33.2.9 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or 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 CFR parts 37 and 38;

33.2.10 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);

33.2.11 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;

33.2.12 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);

33.2.13 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).

33.2.14 Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

33.2.15 Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

33.3 Nondiscrimination Clauses for Compliance with Regulations. For all federally funded SAs, the Contractor agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses.

33.3.1 Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

33.3.2 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

33.3.3 Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

33.3.4 Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

33.4 Incorporation of Provisions. The Contractor will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

33.5 Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733). For all federally funded Sas, Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement. The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

33.6 Conflict of Interest (2 CFR § 200.112). For all federally funded Sas, the Contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice; (ii) A Contractor's objectivity in performing the work is or might be otherwise impaired; or (iii) The Contractor has

an unfair competitive advantage.

33.7 Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182. To the extent applicable, Contractor must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

33.8 Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II©; 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded Sas, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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 identify, 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; (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contract 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; (4) 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; (5) 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.; (6) 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.; (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or

vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

33.9 Minority/Women Business Enterprise. For all federally funded Sas, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

33.10 Procurement of Recovered Materials. For all federally funded Sas, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

33.11 Environmental and Energy Policies. For all SAs over the micro-purchase threshold, the Contractor and subContractors and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

33.12 Clean Air Act and Federal Water Pollution Control Act. In all Sas funded in excess of $150,000, the Contractor shall comply with the Clean Air Act as set forth below.

33.12.1 The 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).

33.12.2 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.

33.12.3 The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance under this Agreement.

33.13 Federal Suspension and Debarment. This Agreement may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of its subcontractors, 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).

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

33.13.2 By entering this Agreement, Contractor has made the Certification set forth in this section. This 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 and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

33.13.3 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 term of this Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

33.13.4 Certification Instructions

33.13.4.1. By signing this Agreement, the Contractor, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions.

33.13.4.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant 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 or debarment.

33.13.4.3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.13.4.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause,

have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

33.13.4.5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

33.13.4.6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

33.13.4.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

33.13.4.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.13.4.9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, 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.

33.13.5 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

33.13.5.1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

33.13.5.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

33.14 Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). Contractor agrees to comply with all provisions of the Davis Bacon Act as amended. 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. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the SA. The decision to award a SA shall be conditioned upon the acceptance of the wage determination.

33.15 Federal Lobbying. If applicable as set forth in any SA, Contractor who applies for an award of $100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth within the Consultant's Proposal (Exhibit B). Each tier of subcontractor will certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier of subcontractor 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 Contractor.

33.16 Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. Contractor is 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.

33.17 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable Sas issued in excess of $100,000 that involve the employment of mechanics or laborers must comply 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, Contractor and all subContractors and subcontractors are required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not

apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

33.18 Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401). If the Federal funding for an SA meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2, Contractor may be subject to additional standard patent rights clauses in accordance with 37 CFR § 401.14.

33.19 Access to Records and Reports. Contractor will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, County, County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

33.20 Record Retention (2 CFR § 200.33). Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

33.21 Federal Changes. Contractor will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

33.22 Termination for Default (Breach or Cause). If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

33.23 Termination for Convenience. For any SA issued over the micro-purchase threshold may be terminated by County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

33.24 Safeguarding Personal Identifiable Information (2 CFR § 200.82). Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy

and obligations of confidentiality.

33.25 Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200). The County will not issue Sas containing Federal funding on a cost-plus percentage of cost basis.

33.26 Trafficking Victims Protection Act (2 CFR Part 175). Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract]is in effect; (2) procuring a commercial sex act during the period of time that resulting contract is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by County for Contractor's violating this provision, without penalty.

33.27 Domestic Preference For Procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

33.28 Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005). All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with County for further details. Contractors shall be required to submit a completed Buy American Certificate with any applicable SA in substantially the following form:

33.28.1. Buy American Certificate (FAR 52.225-2) Contractor certifies that each end product, except those listed in paragraph 33.28.2 of this provision, is a domestic end product. Contractor shall list as foreign end products in paragraph 33.28.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms "domestic end product," "end product," and "foreign end product" are defined in FAR 52.225-1 entitled "Buy American-Supplies."

33.28.2. Foreign End Products: Line Item No.

_____

_____

Country of Origin

_____

_____

33.28.3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

33.29 Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216). Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems 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. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. 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). Ii. Telecommunications or video surveillance services provided by such entities or using such equipment. Iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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 government of a covered foreign country.

33.30 Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) 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.

33.31 Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the Contractor shall, upon request, provide County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

33.32 Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via https://www.sam.gov.

33.33 Never Contract With The Enemy (2 CFR Part 183). For Sas funded by grant and cooperative agreements in excess of $50,000 and performed outside of the United States,

including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

33.34 Federal Agency Seals, Logos and Flags. Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

33.35 No Obligation by Federal Government. 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 a resulting contract.

33.36 Conflict with Grant Terms. In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Agreement, the conflicting terms and conditions of that document shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

(Signature Page Follows)

DESOTO COUNTY,
a political subdivision of the State of Florida

Attest:

_____
Mandy Hines
County Administrator

_____
Steve Hickox, Chairman
Board of County Commissioners

Date Approved by Board: _____

Reviewed as to form:

_____
County Attorney

Attest:

WINTER CONSULTING GROUP, LLC, d/b/a CORNERSTONE COMMUNITY PARTNERS
A Limited Liability Company

By: _____
Corporate Secretary

_____
[Signature]

_____
[Print Name]

_____
[Print Name]

Date: _____

_____
[Title]

Date: _____

SEAL

SCOPE OF SERVICES
PROFESSIONAL SERVICES FOR ENVIRONMENTAL REVIEW OF DESOTO COUNTY REHABILITATION – DEMOLITION AND RECONSTRUCTION PROJECTS
PROJECT #H2606
25-18-00RFP

DeSoto County seeks Proposals from experienced and qualified Environmental Consulting firms to provide Professional Services for the Environmental Review of current, anticipated, and upon request, future Housing CDBG funded projects. The County is soliciting qualifications from professional, qualified Consultants or groups with direct experience in conducting Environmental Assessments and Tiered Environmental Reviews that satisfy all HUD requirements as defined in 24 CFR 58,in accordance with all applicable laws, environmental regulations, applicable Federal, State, and Local regulations. The successful Proposer should have experience performing Environmental Reviews as required by 24 CFR 58 and National Environmental Policy Act (NEPA), and development of the corresponding Environmental Review Records (ERR).

SCOPE OF SERVICES

The successful Proposer shall provide comprehensive Environmental Review and completed Environmental Review Records for current and, if requested, future CDBG projects, as appropriate.

The successful Proposer's Scope of Services shall include, but is not limited to, the following:

- **PROJECT MANAGEMENT SUPPORT** – Organize and support the overall scope, planning, and options evaluation effort, leading in steps to complete environmental review of a proposed or established project area. Perform specialized environmental analysis of a proposed or established project area to develop a thorough and comprehensive Environmental Review Record for the pre-project environmental conditions, the anticipated environmental impact of the proposed activities and any potential mitigation measures that may be appropriate to bring the project into environmental compliance. Engage with the County to acknowledge any environmental impacts of the project. Provide overall task planning and scheduling for the entire environmental review process.

- **ENVIRONMENTAL REVIEW AND NEPA ANALYSIS –** Document compliance or conformance determinations for each statute, as outlined in 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate. In addition to compliance with the laws and authorities at 24 CFR 50.4 or 24 CFR 58.6 and 58.5 (also known as the Statutory Checklist), Environmental Assessments must consider an array of potential impacts of the project. These

impacts include but are not limited to:

- Land Development
- Socioeconomic
- Community Facilities and Services
- Health Care, Social Services
- Solid Waste Disposal/Recycling
- Wastewater/Sanitary Sewers
- Water Supply
- Public Safety – Police Fire, and Emergency Medical
- Parks, Open Space and Recreation
- Unique Natural Features, Water Resources
- Vegetation and Wildlife

- **ENVIRONMENTAL REVIEW RECORD** – Provide a complete Environmental Review Record based on environmental review findings.

- **DELIVERABLES** – will include all documents (both hard and digital) and actions / events necessary to successfully perform the environmental review, including but not limited to the Environmental Review Record, studies, reports, plans, evaluations, schedules, estimates, graphics, sketches, renderings, drawings, procedures, metrics, checklists, punch lists, corrective actions, non-conformances, verification of completed mitigation requirements, press releases, presentations, marketing materials, etc., as may be directed by the County.

- **EXPERIENCE OF THE CONSULTANT** – Proposer shall provide a comprehensive summary of the Proposer's experience in providing project management. The Proposer must have served as the lead/prime Consultant on at least three completed or ongoing HUD/CDBG funded projects requiring Environmental Reviews that satisfy 24 CFR Part 58 requirements within the past five years. Submitted reference projects shall include: client name, address, phone number, description of work, the year the project was commenced and completed, total amount of fees paid or projected to be paid to the Proposer, the number of full-time personnel assigned to the project, and the total value of the project in terms of the entire cost.

- **TEAM ORGANIZATIONAL CHART –** The Proposer shall provide an organizational chart of Proposer's Team which identifies and indicates relationships for all Team Members and experience with governmental agencies regarding environmental reviews.

- **PROPOSED APPROACH** – Proposer shall include a brief explanation of its analysis philosophy, methodology and process as it relates to the Scope of Services with the approach to meeting the requirements.

The start of environmental review services is projected for September 2025.

CORNERSTONE COMMUNITY PARTNERS

ITC

J&A



DeSoto County

Response to RFP #25-18-00
Professional Services for
Environmental Review of
DeSoto County Rehabilitation -
Demolition and Reconstruction
Projects

Table of Contents

I.	Executive Summary	3-6
II.	Qualifications of Firm	7-9
III.	Key Personnel	10-13
IV.	Relevant Experience and References	14-17
V.	Technical Approach	18-26
VI.	Cost Proposal	27-30
VII.	Required Forms	31-50
VIII.	Appendices	51-85

I.

Executive Summary

October 22, 2025

Ms. Cindy Talamantez
Purchasing Director, CPPB, CPPO
DeSoto County Purchasing Office
201 E. Oak St., Suite 203
Arcadia, FL 34266

Re: **DeSoto County – Executive Summary**
Proposal Response to RFP #25-18-00

Dear Ms. Talamantez, Evaluation Committee members, and honorable members of the Desoto County Board of County Commissioners:

Cornerstone Community Partners (Cornerstone) is pleased to submit this proposal to serve as DeSoto County's consultant for HUD Environmental Review services under RFP #25-18-00. We understand the County's urgent need for compliant, timely environmental reviews for its CDBG-funded housing rehabilitation, demolition, and reconstruction programs. Our team offers the **expertise, capacity, and proven approach** to meet these needs immediately. In short, DeSoto County will gain a partner with unparalleled Florida CDBG experience – a partner **ready to hit the ground running on Day One** with no learning curve. We will ensure your projects achieve full environmental clearance quickly and correctly, so that housing improvements can proceed without delay.

Cornerstone's Competitive Strengths:

- **Unmatched CDBG Experience:** Our team brings 147 years of combined Florida Small Cities CDBG program experience, spanning housing rehabilitation, neighborhood revitalization, infrastructure, economic development, mitigation, and more. We have **direct HUD environmental compliance expertise**, having managed Environmental Review Records (ERRs) for numerous HUD-funded projects statewide.
- **Proven Track Record of Results:** We have a demonstrated record of rescuing stalled projects and securing funding for clients. For example, we **turned around the City of Edgewater's behind-schedule CDBG project**, bringing it back on track with no extension required. We also **saved $900k+ in at-risk CDBG funds** for Hamilton County through a successful appeal, and delivered **verified outcomes** including Lafayette County's **FFY 23/24 CDBG-HR award of $1.5 million** and the Town of Zolfo Springs' **ahead-of-schedule, under-budget grant delivery**. These accomplishments illustrate our ability to deliver under pressure and ensure no funding is lost.

- **Integrated, Cross-Functional Team:** Cornerstone is a **multi-disciplinary partnership** of experts in grants, planning, housing, and environmental compliance. Our team structure is carefully balanced with built-in redundancies – every key role (grant administrator, housing rehab specialist, environmental reviewer, etc.) has redundancies, so the County is *never* without support. As the Town of White Springs attests, they "never had to worry about staff turnover or absences" because our team "always had a backup in place". This depth ensures continuity of service and a breadth of technical knowledge that smaller single-focus firms cannot match.
- **Proactive, Schedule-Driven Approach:** We pride ourselves on **anticipating needs and driving schedules** aggressively to meet program deadlines. Our management style is hands-on and communicative – we integrate with your staff, provide weekly updates, and keep all stakeholders informed. Cornerstone practices *"compliance-by-design"*, meaning we build regulatory compliance (environmental, procurement, etc.) into the project plan from the start. By front-loading critical tasks like environmental reviews, we reduce risk of delays later. This forward-thinking approach ensures your housing projects proceed on time and within grant requirements.
- **Cost-Effective, Grant-Funded Services:** Our services are **low-cost and often entirely grant-funded**, posing no burden to local budgets. We typically structure our fees within the allowable CDBG budget so that the County pays nothing out of pocket. **Clients confirm this model:** the **Town of Ponce de Leon** notes our services are structured so **all associated fees are incorporated into grant budgets—minimizing local out-of-pocket expense**; the **Town of Zolfo Springs** confirms our grant management is **fully paid with grant funds**—including an application prepared **at no cost** and a closeout completed for a **nominal 17%** of the available line-item; and the **City of Macclenny** underscores our help in obtaining **additional funds without added City cost**. Likewise, any fee for DeSoto's environmental reviews will be **100% covered by CDBG funds**, with no additional County match required.

In summary, Cornerstone offers DeSoto County an **ideal blend of qualifications**: decades of relevant experience, a dedicated team with specialized expertise, a proven methodology for HUD compliance, and a commitment to cost-efficiency. We are already supporting multiple Florida communities on CDBG housing projects and environmental clearances right now, which means **we can begin effectively from Day One** for DeSoto. We will organize, manage, and complete your Environmental Reviews with the utmost professionalism – **ensuring strict compliance with 24 CFR Part 58 and NEPA requirements**, accelerating project start times, and safeguarding your grant funding. We appreciate the opportunity to earn your business and are confident that Cornerstone will deliver exceptional value and results as DeSoto County's Environmental Review partner.

Winter Consulting Group, LLC d/b/a **Cornerstone Community Partners** is lead firm within this multi-firm partnership with Jordan & Associates (J&A) and In Touch Consulting Group, Inc. (ITC), collectively comprising the **Cornerstone team**. On behalf of the Cornerstone team, the following representative has been authorized to serve as the primary liaison for this proposal and any prospective awards made under this solicitation:

Jeffrey C. Winter, Principal
Cornerstone Community Partners
4420 W. Bay Avenue
Tampa, FL 33616
(904) 309-2153
JeffreyCWinter@gmail.com

Thank you for your consideration. We welcome the chance to discuss our proposal further and answer any questions the Evaluation Committee may have.

Respectfully submitted,



Jeffrey C. Winter, Principal – Cornerstone Community Partners (Lead Firm)
William "Spencer" Nabors II, President – In Touch Consulting Group (Partner Firm)
Ronald M. Vanzant, President – Jordan & Associates (Partner Firm)

II.

Qualifications of Firm

Company Information & History: Cornerstone Community Partners is the d/b/a name of Winter Consulting Group, LLC, a Florida-registered consulting firm in good standing. We are organized as a private consulting LLC and authorized to do business in Florida. Our principal office is located in **Tampa, Florida (4420 W. Bay Avenue, Tampa, FL 33616)**. From this Tampa office – and with support from our partner firms' offices across North and Central Florida – we will serve DeSoto County. Cornerstone was established by Principal Jeffrey Winter in 2019, building on over two decades of public-sector and consulting experience. The firm has operated under the "Cornerstone Community Partners" name for more than six years, during which time we have grown into one of Florida's leading specialists in community development grant services. We have successfully assisted numerous cities and counties across the state.

Office & Staffing: Our Tampa headquarters will be the primary office for this contract, allowing convenient access to Arcadia (we are approximately 1.5 hours away, enabling prompt on-site visits when needed). Cornerstone and its strategic partners collectively employ a team of **9+ professionals** with expertise relevant to this project. This includes at least **2 Environmental Specialists**, as well as certified planners, housing rehabilitation experts, grant managers, and support staff. Specifically, our core project team for DeSoto County will consist of **5 key individuals** (detailed in Tab III), supported by additional staff as necessary for research or field work. The team includes seasoned **environmental reviewers, community planners, and housing rehabilitation specialists**, all experienced with CDBG programs. By cross-training our personnel and leveraging partner firms, we ensure ample capacity – even if multiple environmental reviews or simultaneous tasks are required, we have the staff to handle them efficiently.

Experience with CDBG Housing & HUD Environmental Compliance: Cornerstone's experience with Florida's Small Cities CDBG program is second to none. We have been directly involved in **every CDBG project category**, including a strong focus on **housing rehabilitation programs**. In the past five years alone, our team has helped **manage and implement dozens of HUD-funded projects** that required full environmental assessments and compliance with 24 CFR Part 58. This includes several **CDBG Housing Rehabilitation grants** (for communities such as Hamilton County, White Springs, Baker County, and others), as well as Neighborhood Revitalization and mitigation projects. In each case, Cornerstone prepared or oversaw the **Environmental Review Record (ERR)** and all associated compliance steps (historic preservation Section 106 reviews, floodplain management, noise, etc.), ultimately obtaining the Authority to Use Grant Funds on behalf of our clients.

Our depth of HUD environmental compliance knowledge is reflected in our client successes. **All projects under our management have remained in full environmental compliance**, with no outstanding findings or sanctions. We are intimately familiar with the **HUD Environmental Review process (24 CFR Part 58)** and the related federal laws and authorities (NEPA, Section 106, floodplain regulations, etc.). For example, in a recent CDBG housing project we *immediately prioritized completing the ERR* because we know that no construction can begin until the Release of Funds is granted; our **environmental specialist gathered all necessary information and completed the ERR to NEPA standards expeditiously**. In fact, we often begin pre-award environmental analysis early (when feasible) to get ahead of the curve. This proactive compliance focus ensures our projects start on schedule with zero environmental delays.

We also have extensive experience executing **Tiered Environmental Reviews**, which are commonly used for scattered-site housing programs. Our team has performed Tier I Broad Reviews (project-wide analyses covering aggregate effects) and numerous Tier II site-specific reviews for individual housing units. We understand the tiering process and how to document each site's compliance as addresses become known. DeSoto County's RFP emphasizes the need for experience with tiered reviews and HUD's environmental requirements – Cornerstone meets and exceeds this qualification. Our prior housing rehabilitation engagements required exactly this approach, and we delivered complete, audit-ready ERRs satisfying all of HUD's criteria.

Beyond CDBG, Cornerstone has **broad experience with other government funding sources** that often interface with environmental requirements. Our team has written and administered grants from FEMA, USDA, state DEP and SHIP programs, ARPA, and more. This matters because we bring a holistic understanding of compliance across programs. The City of Macclenny, for example, praised our team's "diverse experience in a broad range of funding resources" which allowed us to address their community's varied needs beyond a single grant. We are well-versed in coordinating environmental reviews that may involve multiple agencies or funding streams. In short, we offer DeSoto County a **low-risk, high-value partner** with the depth to ensure **strict HUD compliance** while also understanding the bigger picture of community development funding.

Certifications & Special Qualifications: Cornerstone and its staff maintain pertinent certifications and credentials to perform environmental consulting services. Key team members have completed **HUD Environmental Review training** (including FloridaCommerce's HUD Environmental Compliance courses conducted earlier this month – October 2025). Our Environmental Specialist holds a degree in Environmental Science Technology (A.S.) and regularly updates his NEPA training. All members of our management team (including our Principal) have also undergone FloridaCommerce CDBG Implementation Workshops, Section 3/EEO training, and related HUD compliance trainings. We stay current with all CDBG program updates. Cornerstone is fully **licensed and insured** for professional consulting services; we carry comprehensive liability and errors & omissions insurance meeting County requirements (certificate will be provided upon award). Additionally, all required registrations (e.g., SAM.gov, Florida vendor registration) are current. Importantly, Cornerstone certifies that it is **not debarred or suspended** from any federal or state programs (we will submit the required debarment and legal affidavits in Tab VII).

In summary, Cornerstone Community Partners is **uniquely qualified for DeSoto County's Environmental Review needs**. We bring unparalleled Florida CDBG experience – particularly with housing rehab projects – and a specialized team with the **technical know-how in HUD environmental regulations**. Our company's proven track record, depth of resources, and commitment to compliance will ensure the County's housing projects are reviewed and cleared both **efficiently and correctly** on our watch.

III.

Key Personnel

Cornerstone has assembled a **dedicated project team** for DeSoto County, led by senior professionals with extensive relevant experience. Below we identify the key individuals who will be assigned, along with their titles, qualifications, and roles. (Full résumés for key personnel are provided in Tab VIII – Appendices, and an organizational chart depicting team roles and relationships is also included.) We have also listed any sub-consultants as part of our team and describe their contributions.

Jeffrey C. Winter – Principal & Project Manager: Mr. Winter will serve as the County's primary point-of-contact and overall Project Manager for the contract. He brings **22 years of experience** in community development grants and public administration, including prior service within a Florida local government. Mr. Winter is an expert in crafting winning grant strategies and ensuring compliance across multiple funding programs. He has managed numerous CDBG projects from application through closeout, and he is thoroughly familiar with HUD Part 58 environmental review requirements. In fact, Mr. Winter has completed formal **FloridaCommerce and HUD Environmental Review training** in addition to holding certifications in legal assistance and grant management. As Project Manager, he will provide executive oversight, coordinate with County officials, and double-check all deliverables for quality. He is also **cross-trained in environmental compliance** and can directly assist in preparing ERR documents or consulting with regulators. Under this contract, Mr. Winter will lead kickoff meetings, set the work plan and schedule, and ensure all tasks are completed on or ahead of schedule. He will also conduct high-level reviews of each Environmental Review Record before submission, as part of our quality control process (no document leaves our office without senior review). Mr. Winter's long list of successful projects and client references attests to his capability to deliver projects efficiently. He will dedicate as much time as needed to DeSoto County's projects and will be available at all times for consultation.

Keith Alexander Shehorn – Environmental Compliance Specialist: Mr. Shehorn will be the **lead Environmental Reviewer** responsible for conducting the environmental assessments and compiling the Environmental Review Records. He has **17 years of experience** in environmental consulting and compliance. His educational background includes an A.S. in Environmental Science Technology and a B.S. in Physics, providing him a strong technical foundation. Mr. Shehorn has specialized in HUD environmental reviews for the past decade and has completed the FloridaCommerce and HUD Environmental Review certification, as well. He is highly knowledgeable in navigating the Statutory Checklist (24 CFR 58.5/58.6) and has coordinated countless agency consultations (State Historic Preservation Office, U.S. Fish & Wildlife, etc.) as part of environmental compliance.

> **Primary Role:** Mr. Shehorn will perform the detailed environmental analysis for each project or site – including research and analysis of environmental conditions, and documentation of compliance with each federal law and authority. He will prepare all required reports, checklists, maps, and forms for the ERR, and draft the Finding of Exemption or Finding of No Significant Impact (FONSI) as applicable. He will also prepare the Request for Release of Funds (HUD-7015.15) and ensure that **all compliance documentation is "credible, traceable, and supported" per HUD guidelines**.

Mr. Shehorn's extensive experience with **CDBG housing rehab programs** means he understands the typical environmental issues these projects encounter (e.g. lead-based paint, asbestos in demolitions, flood zone considerations for home sites, etc.). He will proactively identify any such issues and recommend mitigation strategies to keep the project in compliance. In sum, Mr. Shehorn is a seasoned environmental reviewer who will be hands-on in every aspect of the County's environmental reviews.

William "Spencer" Nabors II – Housing Rehabilitation & Construction Management Specialist (President, In Touch Consulting Group): Mr. Nabors is President of In Touch Consulting Group (ITC), one of Cornerstone's strategic partner firms, and will serve as a **key technical advisor** on housing and construction-related aspects. He offers **26 years of experience** in housing rehabilitation programs and construction management. Mr. Nabors has successfully implemented multiple CDBG housing grants, overseeing contractor procurement, housing inspections, lead/asbestos assessments, and construction draws.

> **Primary Role:** Although Mr. Nabors will not be needed full-time on the environmental review, he will be available to consult on relevant areas – for example, identifying any construction scope elements that might trigger specific environmental concerns (such as structural issues in a home that require special handling, or proper clearance of demolished materials). He will work closely with Mr. Shehorn to ensure the environmental review considers practical construction factors. Additionally, as a secondary point of contact, Mr. Nabors is cross-trained in overall grant compliance and can step in as a backup Project Manager if needed. The inclusion of Mr. Nabors on our team gives DeSoto County an extra layer of expertise in housing rehab specifics, ensuring the environmental review aligns with the project's construction plans and that any mitigation measures are feasible on the ground.

(Additional Cornerstone team members will support the project in supplementary roles:) **Pamela Spargur – Compliance & Reporting Specialist** (2+ years in HUD compliance) will assist in quality checking the documentation and maintaining compliance records, and **Nicole Lee – Program Administration Specialist** (10+ years) will provide administrative support, scheduling public notices and handling project file management. While these staff operate mostly in the background, every work product (whether an environmental review document, a quarterly report, or a pay request) goes through a quality review by a senior team member before it reaches the County. This multi-layered approach is part of our standard management procedure to ensure error-free, audit-proof deliverables.

Organizational Chart: *(Provided in Tab VIII.)* Our organization chart illustrates the relationships among the above key personnel and support staff. In summary, **Cornerstone (Lead Firm) will be the prime contractor**, with Mr. Winter as Project Manager overseeing all activities. Mr. Shehorn (Environmental Specialist) reports to Mr. Winter and is the day-to-day lead for technical environmental work. Mr. Nabors (ITC) and other specialists are depicted as available resources who interface as needed (dotted-line relationships indicating their advisory role). The chart also indicates that **Cornerstone's strategic partners** function as part of one integrated team – we operate seamlessly, sharing project information and tools, so that from the County's perspective it's "one team, one mission."

As noted, every critical function on the chart has an alternate – this redundancy guarantees continuity. For instance, if Mr. Shehorn is on leave, Mr. Winter (who is trained in environmental compliance) can directly fill in to keep the reviews moving. Likewise, if Mr. Winter is temporarily unavailable, Mr. Nabors can act as interim liaison. This team design means the **County will never experience a gap in coverage or support**.

Sub-Consultants / Partner Firms: Cornerstone is supported by two specialized partner firms that we have long-standing relationships with. These partners are effectively an extension of our firm and bring additional skills to benefit DeSoto County:

- **Jordan & Associates (J&A)** – A Florida planning and grants consulting firm headed by Ronald M. Vanzant (President). J&A has decades of experience with NEPA compliance, comprehensive planning, and CDBG program management. While Cornerstone will self-perform the vast majority of the environmental review work, J&A stands ready to provide additional capacity or niche expertise if needed – for example, **historic preservation consultation or specialized planning studies**. Including J&A on our team gives us the agility and breadth of a larger organization, but we still maintain the responsiveness of a small firm. Mr. Vanzant and his staff have worked with Cornerstone on similar projects (including the White Springs CDBG housing grant) and are very familiar with the 24 CFR Part 58 process.

- **In Touch Consulting Group (ITC)** – Led by Mr. Nabors (described above), ITC specializes in housing rehabilitation, construction management, and housing quality inspections. ITC is essentially our "in-house" housing rehab unit. For DeSoto County's purposes, ITC's expertise will ensure that the environmental review is **grounded in real-world housing knowledge** – e.g. understanding the scope of rehab or reconstruction, so that environmental reviews consider site-specific construction plans. If any **lead-based paint or asbestos assessments** are required as part of the environmental clearance (for demolition projects), ITC can assist in coordinating those assessments through licensed inspectors. All of ITC's work will be managed under Cornerstone's contract (as a sub-consultant), and their involvement will be seamless from the County's perspective.

It should be noted that both J&A and ITC have worked on numerous HUD-funded projects and share Cornerstone's commitment to compliance and quality. However, **no additional markup or cost is associated** with their involvement – our cost proposal is all-inclusive. We simply leverage these partners to enhance our service delivery. We emphasize that Cornerstone, as the lead, will be fully responsible for the contract performance and will be the entity the County communicates with regularly.

Together, our assembled team represents an **unmatched pool of talent** for a contract of this scope. Each member is a specialist in their field, yet we function as a cohesive unit with a common purpose: to deliver **on-time, compliant environmental reviews that facilitate DeSoto County's housing projects**. The value of this team approach has been affirmed by clients – as one reference from White Springs observed, our multi-firm team provided a *"value-added benefit"* with specialized resources that directly benefited their small town. DeSoto County can expect the same high level of commitment and expertise from our team.

IV.

Relevant Experience and References

Cornerstone has a wealth of relevant experience completing environmental reviews for HUD-funded (CDBG) projects, particularly in the housing rehabilitation context. Below, we provide three representative project references from the past five years that demonstrate our capability to perform the requested services. Each reference includes a description of the work, outcomes, and a client contact. We have also attached **letters of recommendation** from these clients in the appendices, as they strongly attest to our performance. Following the references, we highlight some of our **outstanding accomplishments** that underscore Cornerstone's effectiveness in this field.

1. **Hamilton County, FL – Multiple CDBG Projects (Active 2020-Current; 22CV-S46, 23DB-H11, 26DB-H06, CDBG-ED; $6.7 Million Combined, $584,500 Fees Combined; 3 FT Personnel)** – *Environmental Review Management for Housing Rehabilitation, COVID Relief, and Economic Development Grants.* Cornerstone serves as Hamilton County's long-term grants consultant, managing the environmental reviews for two ongoing CDBG Housing Rehabilitation projects, the County's CDBG-CV COVID relief program, and a forthcoming CDBG Economic Development initiative. We coordinate **all Environmental Review Records (ERRs)** across these projects – from Tier I broad assessments and Tier II site-specific reviews for scattered housing units, to full Environmental Assessments for infrastructure – ensuring each grant complies with **24 CFR Part 58** requirements. Our team conducts field inspections, agency consultations (e.g. SHPO, FWS for protected species), and public notices for every site and activity, often juggling multiple reviews simultaneously. **Despite overlapping project timelines, Hamilton's environmental clearances have all been completed on or ahead of schedule**, with no compliance findings. Notably, when a critical Hamilton County CDBG-CV project faced de-obligation of $900,000, Cornerstone proactively appealed the decision and **successfully restored the funding**, safeguarding the County's grant. This multi-project success illustrates our capacity and commitment to protect client interests.

   Reference: Hamilton County officials (see appendix) describe Cornerstone as a *"low-risk, high-value partner"* with the **"capacity, expertise, and reliability"** to keep numerous grants compliant and on track. The County's reference letter highlights our proven ability to **secure and preserve funding** (citing the $900k+ saved) and praises our effective environmental compliance oversight across all their CDBG projects.

   Contact Information: Gary Godwin, County Coordinator, 207 Northeast First Street, Room 106, Jasper, FL 32052, (386) 792-6639, coordinator@hamiltoncountyfl.com.

2. **Town of Zolfo Springs, FL – CDBG Neighborhood Revitalization (Active 2021-Current; 23DB-N23; $700,000, $48,650 Fees; 1 FT Personnel)** – *Environmental Review & Re-Evaluation for Infrastructure Improvements.* Cornerstone administers Zolfo Springs' current CDBG-NR project, which involves critical infrastructure upgrades in this small rural town. We completed a full **Environmental Assessment (EA)** for the project, handling all necessary studies and regulatory consultations.

Partway through implementation, a change in the engineered scope of work required a formal **environmental re-evaluation** (per 24 CFR 58.47). Cornerstone swiftly updated the environmental review to reflect the revised plans, coordinating additional agency clearances and updating documentation **without delaying construction bid schedules**. Thanks to our agile management, the project **remained on its fast track – in fact, it is ahead of schedule and under budget.** We also ensured our administrative fees were kept low: our services are fully covered within the CDBG grant's budget, meaning the Town incurred no out-of-pocket cost for our assistance. Throughout, we took care of the complex compliance tasks, allowing Zolfo Springs' small staff to focus on daily operations.

Reference: Town of Zolfo Springs officials (see appendix) laud Cornerstone's ability to *"quickly adapt and navigate challenging circumstances to obtain demonstrable results ahead of schedule and under budget."* Their letter emphasizes how our **efficient, compliance-driven support** *"helped alleviate staff burden… at no cost to the Town,"* underscoring Cornerstone's resource-maximizing approach to environmental reviews and grant management for small communities.

Contact Information: Linda Roberson, Town Manager/Finance Director, 3210 U.S. Hwy 17 S./P.O. Box 162, Zolfo Springs, FL 32052, (863) 735-0405, townmanager@townofzolfo.com.

4. **Town of White Springs, FL – CDBG Housing Rehabilitation (Active 2021-Current; 23DB-H10; $600,000, $87,500 Fees; 2 FT Personnel)** – *Complete Grant Administration & Environmental Reviews for a Rural Housing Rehab Project.* The Town of White Springs is a small rural community for whom Cornerstone wrote a winning CDBG Housing Rehabilitation grant in 2021. Following award, the Town retained our team to administer the grant, which included performing **all Environmental Reviews**. Cornerstone conducted a Tiered Environmental Review covering up to 9 homes. We coordinated closely with all environmental consulting parties, ensuring that each house met HUD environmental standards before rehabilitation work began. Notably, we mitigated one potential issue involving a demolition/reconstruction project within a floodplain area by incorporating elevation within the scope of work. We delivered the ERR and secured the Authority to Use Grant Funds without any delays to construction. The **Town's reference letter emphasizes the "value-added benefit" of Cornerstone's multi-firm team**, noting how our specialized staff resources directly benefited White Springs. The letter commends our long-term commitment – our principal and partners have been associated with White Springs for over 15 years – and it specifically mentions that we did not "just write a winning application and disappear; we continued to assist with subsequent steps like *environmental reviews*, procurement, and project setup". This demonstrates our end-to-end service philosophy, seeing the project through all hurdles.

   Reference: Town of White Springs, Town Manager (see appendices for letter and contact). The White Springs reference essentially describes Cornerstone as a reliable, *"always-there" partner* who delivered a successful grant and stayed by the Town's side to ensure smooth implementation. This is exactly the level of support we aim to provide to DeSoto County.

   Contact Information: Elmon "Lee" Garner, Town Manager, 10363 Bridge Street, White Springs, FL 32096, (386) 397-2310, manager@whitespringsfl.us.

Additional Relevant Experience: In addition to the above projects, Cornerstone has completed environmental compliance work for many other Florida communities. For example, we prepared environmental reviews for a **City of Macclenny CDBG Neighborhood Revitalization project** (infrastructure improvements, 2020) – Macclenny's officials noted how we took a *holistic approach* to meet their needs, even beyond the single project. We have also served **Hamilton County** in multiple grants over 20 years; Hamilton's leadership calls Cornerstone a "*low-risk, high-value partner*" due to our capacity and consistent performance. The Town of Zolfo Springs is another client where our team administered a CDBG housing grant **ahead of schedule and under budget**. Every case reinforces the same truth: **Cornerstone delivers reliable, compliant results and protects our clients' interests**. We encourage the County to review the attached reference letters, which uniformly praise our professionalism, expertise, and dedication to client success.

Outstanding Accomplishments: Cornerstone is proud of a number of standout achievements relevant to this scope of work:

- **Rescuing Stalled Projects:** We have stepped in to recover faltering projects and bring them to successful completion. *E.g.* in Edgewater (ref. above) we **recovered an 8-month delayed project** and finished it on time with no extension. In the City of Coleman, we helped close out a stalled grant to preserve the city's eligibility for new funding.
- **Protecting At-Risk Funds:** We have **saved or recovered over $3.6 million in at-risk CDBG funds** for communities in recent years. For Hamilton County, when their critical infrastructure grant was facing de-obligation of $900,000+, Cornerstone successfully appealed and **reversed the de-funding**, restoring the money to the project. We take very seriously our role in safeguarding grant dollars for their intended use.
- **Delivering Projects Ahead of Schedule and Under Budget:** Efficiency is a hallmark of our management. Several clients report that we delivered outcomes faster or cheaper than expected. For example, in Zolfo Springs and Edgewater, our leadership resulted in projects completed **ahead of schedule and under budget** – a rare feat in grant projects. By rigorously monitoring schedules and costs, we maximize the impact of every grant.
- **Long-Term Community Partners:** We build lasting relationships and consistently re-engage as communities trust us with more projects. Many of our client communities (White Springs, Macclenny, Hamilton County, etc.) have worked with our team for 10–20 years. This continuity speaks to our ability to **earn trust through performance and act as an extension of local staff**. DeSoto County can be confident that selecting Cornerstone means gaining not just a consultant for one task, but a dedicated partner invested in your success.

Each of the above accomplishments is directly relevant to DeSoto County's needs – whether it's keeping a project on track, ensuring compliance to avoid loss of funds, or simply getting the job done right the first time. We will bring the same determination and expertise to your Environmental Review projects. Our experience and references show that **Cornerstone doesn't just promise results – we deliver them**, time and again, for communities like yours.

(Refer to Tab VIII – Appendices for full reference letters and additional project examples.) All references provided are within the past 30 days and involve CDBG projects with HUD Environmental Reviews, as required.

V.

Technical Approach

Cornerstone's technical approach to conducting Environmental Reviews is **comprehensive, proactive, and aligned 100% with HUD's Part 58 requirements**. We will treat DeSoto County's projects as if they were our own, guiding them through each environmental clearance step efficiently while ensuring full compliance with all applicable federal, state, and local regulations. Below, we describe our methodology for preparing Environmental Review Records (ERRs) and obtaining environmental clearance, including our compliance processes and anticipated timelines. We also present a detailed **Task Management Plan** that maps out each step in the Environmental Review process required by the RFP's Scope of Work (Attachment A). This plan demonstrates how we will organize and execute the work in a proactive, schedule-driven manner.

Approach Overview: We follow a structured yet flexible approach to environmental reviews. **First and foremost, we prioritize the environmental review immediately upon project start** – recognizing that no physical activities (e.g. construction or rehabilitation) can commence until the environmental clearance and Release of Funds are secured. Our team will therefore initiate the environmental assessment process on **Day One** of the contract (if not earlier through pre-planning). We employ a "checklist and evidence" methodology: for each required compliance item (the Statutory Checklist items under 24 CFR 58.5/58.6, as well as the broader NEPA impact categories), we systematically **document the finding with credible source data or professional analysis**. Every compliance determination is backed by references such as maps, agency correspondences, databases (e.g., FEMA flood maps, EPA NEPAssist reports), site photos, etc., to create a defensible record. We leave no box unchecked – if a law or authority applies, we will address it thoroughly in the ERR.

Our approach also emphasizes **early identification of potential environmental concerns** and close coordination with relevant agencies. For example, if a proposed rehab house is near a floodplain or wetland, we will flag that immediately and work through the 8-step floodplain decision process or wetland consultation as required. If historic properties might be affected, we will engage the State Historic Preservation Officer (SHPO) early to obtain concurrence or mitigation measures. By handling these sub-tasks promptly, we avoid last-minute surprises. Cornerstone's environmental specialist (Mr. Shehorn) is adept at communicating with regulatory agencies – fostering a cooperative relationship that can expedite reviews when time is of the essence.

Ensuring Full Compliance: To ensure compliance with **all applicable requirements (federal, state, local)**, we maintain a comprehensive internal checklist that mirrors HUD's requirements and the RFP scope. This includes the statutes/executive orders at 24 CFR 58.5 and 58.6, NEPA's environmental assessment factors, and any state-level environmental rules (such as Florida wetland protections or coastal zone consistency, if relevant). For each factor, we will **perform or obtain the necessary review/consultation and document it in the ERR**. As the RFP states, we will provide "credible, traceable, and supportive source documentation for each authority," attaching permits or approval letters as appropriate. Our ERR will clearly cite dates, contacts, and references for verification. We are meticulous in following HUD's guidance – for example, using the latest HUD recommended formats and including the Environmental Review Compliance and Monitoring Checklist.

Moreover, Cornerstone's quality control practice means at least one senior team member (e.g., Mr. Winter) will **review the completed ERR line-by-line** to verify nothing is missed or improperly addressed. This multi-layered review is how we can confidently assure the County of a **fully compliant Environmental Review Record** that will pass any agency scrutiny.

Tiered Review Strategy: Given the nature of DeSoto County's programs (housing rehabilitation, demolition, reconstruction), a **Tiered Environmental Review** approach is likely optimal. In a tiered review, we would first complete a **Tier I Broad Environmental Review** covering the overall program area and general impacts, and then complete **Tier II site-specific reviews** for each address as projects are identified. Cornerstone has significant experience with tiering and will implement it to streamline the process. The Tier I review will analyze all the common environmental factors for the service area (e.g. county-wide or target neighborhoods), while deferring certain site-specific items (like whether a particular house is historic or in a floodplain) to the Tier II checklists. We will develop standardized Tier II checklist forms for each required item so that adding each new property is efficient and well-documented. This approach ensures that repetitive analysis is not done from scratch for every house, saving time and cost, while still ensuring **each individual site gets full environmental clearance** before construction. Our familiarity with this process will be valuable to the County – we can even train County staff on how tiering works and what documentation to maintain for future audits.

Following is our proposed **Task Management Plan** for carrying out the Environmental Review process. This plan corresponds directly to the tasks outlined in the RFP's Scope of Services (Attachment A) and covers the effort from project initiation through completion of the ERR and delivery of all required deliverables. We include anticipated timelines for each task, demonstrating a clear path to obtaining environmental clearance in an expedited but thorough manner.

Task Management Plan: Environmental Review Process

1. **Project Kickoff & Scoping (Week 1):**

    - *Objective:* Organize and launch the environmental review effort (corresponds to "Project Management Support" in Attachment A). Within one week of award, Cornerstone will hold a **Kickoff Meeting** with DeSoto County staff to clarify project details and gather all available information on the proposed activities. We will review the list of housing units or project sites (if already identified) or discuss the strategy for selecting them (if not yet identified). Our team will request any existing documentation (site addresses, maps, prior studies, etc.) and will confirm the **overall scope and boundaries of the project area**. We will also develop a communication protocol and timeline with the County – for example, establishing weekly check-in calls to report progress. During this initial phase, we will create a **detailed Work Plan and Schedule** for the environmental review. This schedule will incorporate key milestones (site visits, agency consultation periods, public notice periods, etc.) and will be shared with all stakeholders.
    - *Anticipated Timeline:* Kickoff meeting within 3 days of Notice to Proceed; Work Plan issued within 1 week of NTP.
    - *Deliverables:* Meeting agenda and notes; Environmental Review Work Plan & Schedule (Gantt chart).

2. **Preliminary Site Assessments & Data Collection (Weeks 1–2):**

   - *Objective*: Gather on-the-ground data and baseline environmental information for the project. Early in the process, our Environmental Specialist will conduct site visits to each known project location or a representative sample (for scattered sites). If addresses are not finalized, we will inspect a cross-section of typical conditions in the target area. During these visits, we will take photographs and note any observable environmental conditions (e.g. proximity to floodplains, wetlands, condition of structures for lead/asbestos, nearby land uses, etc.). Concurrently, we will begin pulling relevant environmental data: FEMA Flood Insurance Rate Maps to check flood zones, FWS data for threatened/endangered species, FDEP databases for any contamination sites nearby, local zoning maps, and so on. We will also review the County's CDBG Subgrant Agreement (DOC Agreement H2606) for any special conditions related to environmental compliance (Attachment A references this) to ensure those are built into our process. By the end of week 2, we will have a solid understanding of the environmental context and any "red flag" issues that need special handling.
   - *Anticipated Timeline*: Site visits completed by end of Week 2; initial data compilation by Week 2.
   - *Deliverables*: Site reconnaissance reports; preliminary environmental constraints map(s) (showing any floodplains, wetlands, etc. in the project vicinity).

3. **Tier I Broad Environmental Review / Environmental Assessment (Weeks 2–4):**

   - *Objective*: Complete the broad-level Environmental Assessment analyzing general impacts of the overall project (or program). In this task, we will prepare the Environmental Assessment (EA) documentation consistent with HUD guidelines. We will evaluate each required impact category such as Land Development, Socioeconomic impacts, Community Facilities, Natural Features, etc., as outlined by HUD's EA criteria. For each category, we will analyze how the proposed housing rehab or reconstruction activities could affect those aspects. For example, under Land Development, we will discuss compatibility with land use plans and any noise or hazards; under Socioeconomic, we'll note beneficial impacts like improved housing and any temporary construction jobs; under Natural Features, we'll address effects on wetlands, water resources, wildlife, etc. Because housing rehabilitation generally has minimal adverse impact (work is on existing homes), we anticipate a Finding of No Significant Impact (FONSI) for the program. However, we will document the rationale carefully for each aspect to support that conclusion. Additionally, we will incorporate any mitigation measures identified (e.g. if a home is in a 100-year floodplain, we will note that rehabilitation will include elevation or floodproofing as needed, or if lead/asbestos is present, abatement will be done safely – mitigating potential impacts). This Tier I review will essentially set the stage, covering the general environment of DeSoto's project areas. If the County intends the Environmental Review to cover future housing projects as well ("upon request, future CDBG projects" per RFP), we will keep the analysis broad enough to be programmatic.
   - *Anticipated Timeline*: Draft Tier I EA completed by end of Week 4.

- *Deliverables*: Draft Environmental Assessment narrative and analysis (broad review), including maps and description of the Affected Environment and Project Impacts/Mitigation for each category.

4. **Statutory Compliance (24 CFR 58.5/58.6) & Agency Consultations (Weeks 2–5):**

- *Objective:* Document compliance with each specific environmental law and authority, by performing necessary studies and obtaining agency clearances. In parallel with the EA, we will complete the **Statutory Checklist**. This involves addressing items such as Historic Preservation (36 CFR 800), Floodplain Management (Executive Order 11988), Wetlands (EO 11990), Endangered Species Act, Wild and Scenic Rivers, Air Quality, Farmland Protection, Environmental Justice, etc. For each item on the checklist, we will make a determination and back it with proof. Key actions in this task include:

    - **Historic Preservation:** Initiate Section 106 consultation with the Florida SHPO for any properties older than 50 years or within historic districts. We will submit project information and our finding (likely "No Historic Properties Affected" for rehab of non-historic homes, or seek SHPO concurrence on rehab of any historic-age structure with mitigation if needed).
        - *Timeline:* We anticipate SHPO response within 30 days of submission, so starting in Week 2 ensures we have a response by ~Week 6.
    - **Floodplains/Wetlands:** Using FEMA maps and site surveys, identify any project sites in 100-year floodplains or wetlands. If none, document "None present" and attach FEMA FIRMette maps. If yes, follow required 8-step or 5-step process. For example, if a house is in a floodplain, we will publish Early and Final Floodplain Notices and consider alternatives. We'll coordinate with County floodplain officials and ensure any mitigation (e.g. elevation) is noted.
        - *Timeline: If needed, the 8-step process adds public notice time; we will factor that into the schedule (approximately an extra 15 days for each notice).*
    - **Endangered Species:** Consult U.S. Fish & Wildlife Service (and Florida FWC as needed) using IPaC online tool for listed species in the area. Document likely "No Effect" for most rehab sites (since work is on existing developed lots) – we will print the IPaC report for the ERR. If any potential effect, we'll reach out to FWS for guidance.
    - **Tribal Consultation:** Although rare for rehab projects, we will send courtesy consultation letters to any tribes that have requested notification in Florida (as required by 24 CFR 58) to cover historic/archaeological concerns. We will document any responses (typically none or concurrence).
    - **Other Laws/Orders:** Check for Coastal Zone consistency (DeSoto is inland, so N/A), Sole Source Aquifers (none in area), Wild & Scenic Rivers (none in area), Air Quality (DeSoto in an attainment area – we'll note that), Farmland (rehab on existing footprint, likely exempt), Explosive/Flammable hazards (check for any nearby fuel tanks per maps – unlikely in residential neighborhoods; document as none), etc. Each item will be addressed in writing.

As we complete each of the above, we will compile the **supporting documentation** – e.g. SHPO letter, flood map, IPaC species list – into the ERR. This task is essentially about **proving compliance for each statutory requirement**, and we excel at this detailed work. Cornerstone will ensure every consultation or permit that is "applicable" is obtained or noted. For instance, if any local permits or reviews (like asbestos surveys for demolition) are needed, we include that as part of our environmental review package as well.

- *Anticipated Timeline*: Complete Statutory Checklist and outreach by Week 5 (pending any 3rd-party response times). Many items will be completed earlier (Week 3-4) while a few may await letters (Week 5-6).
- *Deliverables*: Completed Statutory Checklist with determinations for each item; copies of consultation letters and responses; maps and data printouts supporting each compliance element.

5. Environmental Review Record (ERR) Compilation (Week 6):

- *Objective*: Assemble a complete Environmental Review Record that encompasses all findings, documents, and required forms, ready for County approval and submission to HUD/FloridaCommerce. Once the analysis (Tasks 3 and 4) is done and any necessary consultations are resolved, we will produce the final ERR. This will include:
    - *A cover page and summary stating the project name, description, level of review (Environmental Assessment or CEST), and the Finding (FONSI or CEST conversion).*
    - *The completed Statutory Checklist (and Environmental Assessment checklist if applicable) with Cornerstone's evaluator signature.*
    - *Project description and maps – including location maps, site photographs, and a project vicinity map.*
    - *Analysis sections for each NEPA category (from Task 3) describing impacts and mitigation.*
    - *All supporting documentation in order (e.g. flood map, wetlands map, SHPO letter, agency emails, etc., indexed to the checklist items).*
    - *Environmental Review correspondence – any notices or public comments received (if any at this stage).*
    - *The prepared Notice of FONSI/NOI-RROF (if an EA) or Notice of Intent to Request Release of Funds (if CEST) draft, ready for publication.*
    - *A draft Request for Release of Funds (RROF) and Certification (HUD form 7015.15) for County signature[2].*

Essentially, we will "package" everything neatly so that the County can review and sign off. We pay attention to formatting and clarity – the ERR will be easy for a reviewer to follow, with sections tabbed and an index as needed.

- *Compliance Note:* We will ensure the ERR explicitly addresses the list of impacts and considerations specified in the RFP (Attachment A lists various impact areas like solid waste, water supply, public safety, etc. which align with the EA categories). By Week 6, barring any extended agency waits, we expect to have the ERR ready for the County's approval. We will submit a **draft ERR** to County staff for review and incorporate any feedback promptly.

- *Anticipated Timeline:* Draft ERR delivered by mid-Week 6; final ERR ready by end of Week 6 (assuming timely receipt of any outstanding letters).

- *Deliverables:* **Environmental Review Record (complete)** – both hard copy binder (if required) and electronic PDF. This constitutes the main deliverable demonstrating the completed environmental review.

6. **Public Notices & Request for Release of Funds (Weeks 6–8):**

- *Objective:* Complete required public notification and obtain the Authority to Use Grant Funds from FloridaCommerce. With the ERR approved by the County, we will proceed to publish the combined **Notice of Finding of No Significant Impact (FONSI) and Notice of Intent to Request Release of Funds (NOI-RROF)** in the local newspaper (or post/publicize as required). We will use the HUD-recommended notice format and ensure it includes all required information (project description, finding, address to send comments, etc.). We will also mail/email the notice to any required agencies (e.g., the regional EPA office or State clearinghouse if applicable). We will manage the **public comment period** (typically 15 days for FONSI/NOI-RROF). During this time, we will check for any public or agency comments daily. If comments are received, we will draft appropriate responses and consult with the County and FloridaCommerce on their resolution. After the local comment period, we will coordinate with the County to **submit the Request for Release of Funds (RROF)** to FloridaCommerce along with proof of publication. FloridaCommerce's subsequent **objection period** is usually 15 days. We will track this period and follow up as needed with state officials. Our goal is to ensure the **Authority to Use Grant Funds (AUGF)** is issued immediately after the 15-day state review concludes. Because we will have prepared a flawless ERR, we anticipate no delays in state approval. *Note:* If the level of review is *Categorically Excluded not subject to 58.5* or *Exempt*, the notice requirements differ (e.g., just a Notice of Intent to Request Release of Funds). We will follow the appropriate process in those cases and still expedite submission of the RROF.
- *Anticipated Timeline:* Publish FONSI/NOI-RROF by end of Week 6; local comment period through Week 8; submit RROF immediately after (around Week 8); expect AUGF by around Week 10 (depending on FloridaCommerce processing). However, if no issues arise, **environmental clearance could effectively be achieved by Week 8**, allowing project activities to commence pending the official release.
- *Deliverables:* Proof of publication (affidavit) of public notices; compilation of any public comments and responses; **submitted RROF package** to FloridaCommerce; copy of **Authority to Use Grant Funds** once issued.

7. **Project Implementation Support & Monitoring (Ongoing):**

   - *Objective:* Provide ongoing support after clearance, including implementing any mitigation measures and conducting Tier II site reviews (if applicable for additional sites in a tiered review). Once the formal environmental review is cleared, Cornerstone will not simply step away – we will remain involved to ensure the project stays compliant. If the housing rehab program is multi-year or will have multiple batches of houses, we will perform **Tier II reviews for each new home** as they are selected (essentially repeating Task 4 for each address, but much more quickly since Tier I groundwork is done). We will document each site's review with a Site-Specific Checklist and add it to the ERR. We will also assist the County in implementing any **mitigation measures or conditions** identified in the ERR. For example, if the ERR noted that a particular home requires lead-based paint precautions or an elevation certificate (floodplain), we will remind and help the project contractors to fulfill those conditions. We will verify and document when mitigations are completed – e.g., include the clearance report from a lead paint contractor or photos of a project outside flood season as evidence. Additionally, should any **changes to the project scope** occur (new sites added, scope modified), we will promptly **re-evaluate the environmental review** to see if amendments are needed. Our approach is to treat the ERR as a living document throughout project implementation: we keep it updated and ensure that **any compliance requirements are tracked to completion** (we often use checklists or spreadsheets to track each mitigation item to closure). Finally, as part of grant close-out, we will prepare an **Environmental Closeout Report** summarizing how all conditions were met, to include in the final performance report.
   - *Anticipated Timeline:* Tier II site reviews – on an ongoing basis, typically within 1 week of receiving each new site's information (our goal is a 2 week turnaround per site review). Mitigation monitoring – ongoing, aligned with construction schedule, with final verification at project closeout.
   - *Deliverables:* Tier II Environmental Review Checklists for each address (signed and added to ERR); documentation of mitigations (as needed); input to closeout report confirming environmental compliance.

Throughout the above process, Cornerstone will maintain close **communication with County staff and the FloridaCommerce grant manager**. We believe in transparency – the County will receive frequent progress updates and copies of key documents as they are prepared. If any unexpected issue arises (for instance, discovery of an endangered species or archaeological artifact, which is unlikely but possible), we will immediately advise the County and work on a solution, coordinating with the appropriate agencies. Our **proactive project management** ensures that potential delays are anticipated and addressed early, keeping the Environmental Review on schedule.

Cornerstone's approach is also **highly schedule-driven**. We understand the County's rehabilitation and reconstruction projects likely have tight timelines to get homes repaired. By front-loading the environmental review and tightly managing each task's timeline, we **ensure that environmental clearance is not a bottleneck**. In fact, in many of our projects, we've achieved clearance so swiftly that construction procurement could begin sooner than the client expected. We will bring the same urgency to DeSoto County's project.

In summary, our Technical Approach can be characterized by thoroughness, proactivity, and alignment with best practices:

- We will **organize the effort from the start**, providing planning and scheduling support to guide the process.
- We will **document compliance for each and every environmental requirement**, with a clear methodology for obtaining necessary approvals.
- We will prepare a **complete Environmental Review Record** that includes all required analysis, documentation, and deliverables.
- We will handle **public notices and intergovernmental coordination** properly to secure HUD's approval for funds release.
- We will continue to **support the County post-clearance**, including any ongoing tiered reviews or mitigation follow-up, under the philosophy that our job is not done until the project is successfully launched and closed.

Cornerstone's technical approach is designed to not only meet the Scope of Work in Attachment A, but to **add value** by keeping the project moving efficiently and safeguarding compliance at every step. DeSoto County can have confidence that our methods have been honed on many similar projects, and our team will deliver the Environmental Reviews **accurately and on or ahead of schedule**. We view environmental review not as a paperwork hurdle, but as a critical path task that we manage rigorously so that your housing program can achieve its goals with no unnecessary delays.

(A detailed Gantt chart of the above tasks is available in Tab VIII for reference, showing the timeline visually. Additionally, any specific methodologies or tools – such as the GIS mapping we use for environmental data – can be demonstrated upon request.)

VI.

Cost Proposal

Cornerstone is committed to providing **high-quality services at a competitive and affordable cost** to DeSoto County. We understand that CDBG funds are limited and must be used judiciously. Therefore, our cost proposal is structured to **offer maximum value** to the County, leveraging grant funding to cover all expenses such that there is **no direct cost to the County's general budget**. Below we outline our proposed fee structure and its basis.

Fee Structure: We propose a **lump-sum, fixed fee** for the core Environmental Review services required for the current CDBG projects, with an option for per-unit pricing for future additional sites if needed. The lump-sum fee will cover the entire Scope of Services as described in our Technical Approach (Tabs V) – including project management, site visits, research, documentation, public notices, and deliverables (the complete Environmental Review Record and clearance). In other words, our lump sum is **all-inclusive**: it factors in labor, travel, supplies, and any other direct costs. This provides the County with price certainty and aligns our incentive to complete the work efficiently.

Cornerstone proposes a **lump-sum fee** of **$22,500.00** for conducting the Environmental Review on the current housing rehabilitation/demolition program (up to 10 homes). This fee is based on our assessment of the level of effort, which includes approximately **180 hours** of professional staff time (environmental specialist, project manager, etc.) and direct costs for notices and travel. Should the program expand or if additional Environmental Reviews are requested for future projects under the continuing contract, we propose a **unit price** of **$1,000.00 per additional site** (for Tier II site-specific reviews beyond the initial batch) or a negotiated addendum for distinctly new projects. We are flexible and willing to adjust the structure to the County's preferences – for example, we can also perform the work on an hourly rate basis with a not-to-exceed cap, if that provides more transparency.

Scope/Item	Fee Model	Fee Amount	Summary Description
Base Scope: Current CDBG Housing Rehab/Demo Program (up to 10 sites)	Lump Sum	**$22,500.00**	Includes approximately **180 hours** of professional staff time (environmental specialist, project manager, etc.) **and** direct costs for public notices and travel. Deliverables include: complete **Environmental Review Record (ERR)**, public notices (FONSI/NOI-RROF as applicable), **Request for Release of Funds (RROF)** support, and coordination through **AUGF**.
Additional Tier II Site-Specific Reviews	Unit Price (per site)	**$1,000.00**	Covers Tier II site checklist, documentation, and file integration into the ERR for each additional address.
Distinctly New Projects under Continuing Contract	Negotiated Addendum	**TBD**	If the County adds a new, distinct project, pricing will be established via addendum based on scope/level of effort.

Basis for Fees / Competitive Considerations: Our proposed fees are designed to be **fully covered by the CDBG grant funds** available for administration or project delivery, meaning the County will **not need to allocate any non-grant funds** for our services. Typically, CDBG grants include budget allowance for environmental review and administration. We will work with the County to ensure our fee fits within those budget lines. In analogous projects, our fees have come in well under the allowable caps. For instance, for a $3,000,000 CDBG infrastructure project, we charged a 6.58% administration fee – under the standard 8% cap – which was entirely covered by the grant. For DeSoto's housing projects, which often allow up to 15% for admin/project delivery, our environmental review fee is only a small fraction of that (3% of the grant total). In concrete terms, **Cornerstone's services will not impact the County's budget** or require any additional local funding. By utilizing the grant funds already awarded (or to be awarded) for these projects, the County effectively gets our professional services **at no cost to itself** beyond the grant. This is a major benefit of using Cornerstone – we are adept at structuring our contracts so that **grant funding pays for our work, easing the burden on local governments**.

Cost Competitiveness: We are confident that our proposed pricing will be highly competitive. Cornerstone's philosophy is to **provide top-tier service at reasonable rates**. As a smaller specialized firm, we have lower overhead than large consulting and engineering companies, and we pass those savings to our clients. We routinely **standardize our fees at or below state norms** for CDBG work. Additionally, because we specialize in this niche, we perform the work efficiently (we don't need to budget excessive hours for learning or duplicated effort). In sum, the County will find our cost proposal to reflect **excellent value for the money** – expert services for a modest fee that is fully grant-eligible.

Expenses: Any incidental expenses (mileage for site visits, postage for mailing consultation letters, newspaper advertisement costs) are built into our lump sum. We will not nickel-and-dime with separate charges. The price we quote is the price that covers everything required to deliver the completed environmental review and clearance. If additional services beyond the RFP scope are requested (for example, preparation of a grant application or additional grant administration tasks outside environmental review), we can certainly negotiate those separately at fair rates, but **for the defined Environmental Review scope, our fee is fixed and inclusive**.

Grant Contingency Option: We also offer an alternative **contingency-based pricing** for certain grant-related services. In some cases, Cornerstone provides grant application assistance at no up-front cost, only being paid upon successful award. While this RFP is for post-award services, we mention this to highlight our general approach to minimizing client risk. For the environmental review, since the project is presumably already funded, our fee would be due as work is performed. However, we are open to structuring payments in phases (e.g., a portion upon completion of ERR, remainder upon achieving Release of Funds) to ensure the County sees results before paying in full. We are flexible in accommodating the County's invoicing preferences and will comply with any stipulated payment terms in the CDBG subgrant agreement or County contract.

No Cost Overruns: We guarantee that we will not exceed our agreed-upon fee without prior written authorization via a contract amendment. Our careful scoping of the effort means we do not expect any change orders; even if unforeseen complications arise in the review, Cornerstone will absorb the extra effort as needed to deliver the promised result for the set fee. Additionally, we actively seek ways to save money for our clients – for example, if *bid savings* or other grant funds become available, we often help repurpose them for additional project work rather than unused fees. In one case, we completed a grant closeout for a client at *no cost* as part of our commitment. While the environmental review is a defined task, this illustrates our ethos of going "above and beyond" when budget allows.

Summary of Cost Proposal: Cornerstone proposes to perform the Environmental Review services for DeSoto County's CDBG housing programs for a lump-sum fee that is entirely covered by grant funds (no direct County cost). Our fee will be fully documented and justified in the cost proposal form. It will reflect a competitive rate based on the effort required, and we commit that it will fall within the standard CDBG allowances. DeSoto County can thus benefit from our top-notch expertise **without any financial burden on its own resources**. The exact fee and any unit rates for future work will be detailed in the sealed Cost Proposal submission (Tab VI), and we are amenable to negotiating final terms that best meet the County's needs.

(Please see the attached cost proposal breakdown in this section, which provides a line-item summary of labor categories, hours, rates, and expenses comprising our lump sum. We have ensured our cost submission is clear, transparent, and in the format requested.)

VII.

Required Forms

Cornerstone understands that the RFP requires several County forms and certifications to be completed and submitted with the proposal. We have **completed all required forms** and they are included under this Tab, immediately following. Per the Proposers' Checklist, the forms we have provided are:

- **Qualifications Statement Form:** Completed and signed, providing general information about Cornerstone (firm name, address, officers, years in business, etc.) as requested.
- **Hold Harmless Agreement:** Signed and notarized, indemnifying DeSoto County as required.
- **Drug-Free Workplace Certificate:** Signed, affirming our compliance with a drug-free workplace.
- **E-Verify Affidavit:** Completed and signed, confirming enrollment in the E-Verify program for employment eligibility.
- **Public Entity Crimes Statement:** Completed to certify that no principal of Cornerstone has been convicted of a public entity crime.
- **Non-Collusion Affidavit:** Signed, certifying that our proposal is made without collusion with other bidders.
- **Certification Regarding Debarment:** Signed, confirming Cornerstone is not debarred or suspended from federal programs.
- **Conflict of Interest & Litigation Statement:** Completed, indicating no conflicts of interest or relevant litigation that would affect this contract.
- **Anti-Human Trafficking Affidavit:** Completed and signed as required by Florida law.
- **Foreign Country of Concern Statement:** Completed, indicating compliance as needed.

All forms are executed by **Jeffrey C. Winter, Principal of Cornerstone**, who is the authorized representative of the firm. Notarizations are provided where required. We have reviewed each for accuracy and completeness to ensure the proposal is fully responsive. The original ink-signed documents are included with the "Original" proposal copy, and identical copies are in each additional proposal set, as instructed. We acknowledge that omission of any required form could render our proposal non-responsive; thus we have been diligent in providing everything requested.

(The Proposers' Checklist is also included, marked to indicate each item provided. Cornerstone's proposal can be considered complete and in compliance with the RFP submission requirements.)

PROPOSERS CHECKLIST

Proposals will not be considered if the following documents and/or attachments are not completely filled out and/or submitted with proposal.

- ✓ Completely Executed Proposal Package (original and three (3) copies and one (1) electronic copy)
- ✓ Qualifications Statement Form
- ✓ Hold Harmless Form
- ✓ Drug Free Workplace Form
- ✓ E-Verify Affidavit
- ✓ Public Entity Crimes Form
- ✓ Non-Collusion Affidavit
- ✓ Certificate Regarding Debarment
- ✓ Conflict of Interest and Litigation Disclosure
- ✓ Anti-Human Trafficking Affidavit
- ✓ Foreign Country of Concern Affidavit

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO:	**PURCHASING DEPARTMENT**	
ADDRESS:	**201 E. OAK STREET, SUITE 203** **ARCADIA, FLORIDA 34266**	
		CIRCLE ONE
SUBMITTED BY:	Winter Consulting Group, LLC d/b/a Cornerstone Community Partners	Corporation
NAME:	Jeffrey C. Winter, Principal	Partnership
ADDRESS:	4420 W. Bay Avenue, Tampa, FL 33616	Individual
PRINCIPAL OFFICE:	4420 W. Bay Avenue, Tampa, FL 33616	Joint Venture
		Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: Winter Consulting Group, LLC d/b/a Cornerstone Community Partners

The address of the principal place of business is: 4420 W. Bay Avenue, Tampa, FL 33616

2. If the Offeror is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer: _____

g. Name and address of Resident Agent: _____

_____

3. If Offeror is an individual or a partnership, answer the following:

a. Date of organization:_____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

Cornerstone Community Partners is the d/b/a name of Winter Consulting Group, LLC, a Florida-registered consulting firm in good standing. We are organized as a private consulting LLC and authorized to do business in Florida. Our principal office is located in Tampa, Florida (4420 W. Bay Avenue, Tampa, FL 33616). Jeffrey C. Winter, Principal, Cornerstone Community Partners, 4420 W. Bay Avenue, Tampa, FL 33616, (904) 309-2153, jeffreycwinter@gmail.com.

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

Cornerstone has been in business under its present business name for more than 6 years.

a. Under what other former names has your organization operated?

N/A. Cornerstone only operates under its current name.

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration.

Cornerstone has attached a copy of the active Registration Profile on file with the FL Division of Corporations.

8. Have you personally inspected the site of the proposed work?

Not applicable

9. Have you or officer in your Company ever been employed or done work for or on behalf of any Phosphate Mining Company? No_✓_ Yes (explain in what capacity)

N/A.

10. Did you attend the Pre-Proposal Conference? N/A

11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

No.

12. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

No.

13. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

COMPANY NAME	CONTACT	ADDRESS	
City of Macclenny	Mike Griffis, City Manager	118 E. Macclenny Ave. Macclenny, FL 32063	Email citymanager@cityofmacclenny.com
			Telephone (904) 259-6261
City of Edgewater	Sandy Camp, Grant Administrator	104 N. Riverside Dr. Edgewater, FL 32132	Email scamp@cityofedgewater.com
			Telephone (386) 424-2400, Ext. 7203
Lafayette County	Steve Land, Clerk of the Courts & County Comptroller	120 W. Main St. Mayo, FL 32066	Email sland@lafayetteclerk.com
			Telephone (386) 294-1600

14. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).

Cornerstone's Prinicipal's experience with Florida's Small Cities CDBG program is second to none. Mr. Winter has been directly involved in every CDBG project category, including a strong focus on housing rehabilitation programs. In the past five years alone, Mr. Winter has helped manage and implement dozens of HUD-funded projects that required full environmental assessments and compliance with 24 CFR Part 58. This includes several CDBG Housing Rehabilitation grants (for communities such as Hamilton County, White Springs, Baker County, and others), as well as Neighborhood Revitalization and mitigation projects. In each case, Mr. Winter prepared or oversaw the Environmental Review Record (ERR) and all associated compliance steps (historic preservation Section 106 reviews, floodplain management, noise, etc.), ultimately obtaining the Authority to Use Grant Funds on behalf of our clients.

15. State the name of the individual who will have personal supervision of the services:

Jeffrey C. Winter, Principal, Cornerstone Community Partners
4420 W. Bay Avenue, Tampa, FL 33616, (904) 309-2153, jeffreycwinter@gmail.com.

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

SIGNATURE

State of Florida
County of Broward

On this the 21st day of October, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared
Jeffrey C. Winter and
(Name(s) of individual(s) who appeared before Notary)
whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Rose Marie Osbourne
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

ROSE MARIE OSBOURNE
Notary Public - State of Florida
Commission # HH572439
Expires on August 24, 2028

Rose Marie Osbourne
(Name of Notary Public: Print, stamp, or type as commissioned.)

_____ Personally known to me, or

✓ Produced identification:

_____

✓ DID take the oath, or

_____ DID NOT take the oath.

Notarized remotely online using communication technology via Proof.

HOLD HARMLESS

Consultants shall indemnify and hold harmless the County, and the County's officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant and other persons employed by or utilized by Consultant in their performance under this Agreement.

Type of Organization (Please Check One): ✓ **Individual Ownership** ____ **Joint Venture**

____ **Partnership** ____ **Corporation**

Name of Proposing Firm:

Winter Consulting Group, LLC d/b/a Cornerstone Community Partners

Mailing Address:

4420 W. Bay Avenue, Tampa, FL 33616

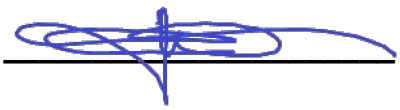
Location Address:

4420 W. Bay Avenue, Tampa, FL 33616

City & State: Tampa **ZIP:** 33616

Telephone: (904) 309-2153 **Fax Number:** N/A

Name/Title of person authorized to bind the Company: Jeffrey C. Winter, Principal

Signature of person authorized to bind the Company: 

Date: 10/21/2025

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Winter Consulting Group, LLC d/b/a Cornerstone Community Partners (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

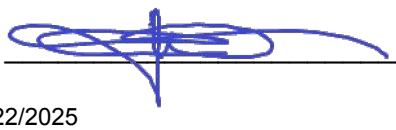
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature: 

Dated: 10/22/2025

DESOTO COUNTY
CONTRACTOR/CONSULTANT/VENDOR
E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, appeared Jeffrey C. Winter, who first being duly sworn hereby swears or affirms as follows:

1. I make this affidavit on personal knowledge.

2. I am over the age of 18 years and otherwise confident to make this Affidavit.

3. I am the Principal of Winter Consulting Group, LLC d/b/a Cornerstone Community Partners (the "Contractor/Consultant/Vendor").

4. I am authorized by Cornerstone Community Partners to make this Affidavit on behalf of Contractor/Consultant/Vendor.

5. Contractor/Consultant/Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.

6. Contractor/Consultant/Vendor acknowledges that Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.

7. Contractor/Consultant/Vendor is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.

8. Contractor/Consultant/Vendor understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with DeSoto County.

9. Contractor/Consultant/Vendor's subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.

10. Contractor/Consultant/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.

11. Neither the Contractor/Consultant/Vendor, nor any subcontractor of Contractor/Consultant/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.

12. If the Contractor/Consultant/Vendor, or any subcontractor of Contractor/Consultant/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with DeSoto County, it shall provide immediate notice thereof to DeSoto County.

_____

Signature of Affiant
on behalf of Contractor/Vendor

By: Jeffrey C. Winter

As its: Principal

Dated: 10/21/2025

STATE OF Florida

COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☑ online notarization, this 21st day of October, 2025, by Jeffrey C. Winter, on behalf of Cornerstone Community Partners, who is personally known to me or who has produced FL Driver License as identification.

ROSE MARIE OSBOURNE
Notary Public - State of Florida
Commission # HH572439
Expires on August 24, 2028

_____

Print Name: Rose Marie Osbourne

Notary Public of the State of Florida

My Commission Expires: 08/24/2028

Notarized remotely online using communication technology via Proof.

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF
COUNTY OF

Before me, the undersigned, personally appeared who, being by me first duly sworn, made the following statement:

1. The business address of Winter Consulting Group, LLC d/b/a Cornerstone Community Partners [name of firm]

is 4420 W. Bay Avenue, Tampa, FL 33616

2. My relationship to Winter Consulting Group, LLC d/b/a Cornerstone Community Partners [name of firm]

is Principal
[relationship, such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that “conviction” is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendre.

5. I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the firm nor any officer, director, executive, partner, shareholder, employee,

member or agent who is active in the management of the firm nor any affiliate of the firm has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

~~7. There has been a conviction of a public entity crime by the firm, or an officer, director, executive, partner, shareholder, employee, member or agent of the firm who is active in the management of the firm or an affiliate of the firm. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted vendor list. The name of the convicted person or affiliate is N/A.~~

~~A copy of the order of the Division of Administrative Hearings is attached to this statement.~~

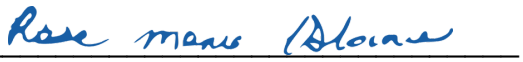
[Draw a line through paragraph 7 if paragraph 6 above applies.]



SIGNATURE

State of Florida
County of Broward

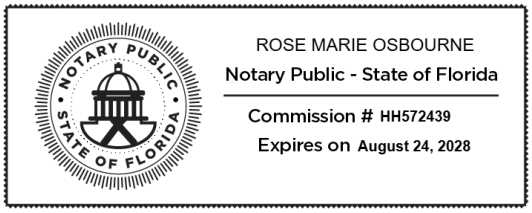
On this the 21st day of October, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared Jeffrey C. Winter and
(Name(s) of individual(s) who appeared before Notary)
whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.



NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Rose Marie Osbourne
(Name of Notary Public: Print, stamp, or type as commissioned.)



_____ Personally known to me, or

✓ Produced identification:
FL Driver License

✓ DID take the oath, or

_____ DID NOT take the oath.

Notarized remotely online using communication technology via Proof.

NON-COLLUSION AFFIDAVIT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any DeSoto County, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any DeSoto County, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

County employees may not contract with the County through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

Immediate family members (spouse, parents and children) are also prohibited from contracting with the County subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the County Procurement Policy.

NAME	RELATIONSHIPS
N/A	N/A

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.

AFFIDAVIT

STATE OF FLORIDA, COUNTY OF DESOTO

BEFORE ME, the undersigned authority, personally came and appeared,

Jeffrey C. Winter, who after being duly sworn, deposed and said that he is the fully authorized Principal of Winter Consulting Group, LLC d/b/a Cornerstone Community Partners (hereinafter referred to as affiant), and said affiant further said:

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting

the contract, other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 21st DAY OF October, ~~2022~~ 2025. NOTARY PUBLIC

AFFIANT

Company Name: Winter Consulting Group, LLC d/b/a Cornerstone Community Partners

Address: 4420 W. Bay Avenue, Tampa, FL 33616

Phone Number: (904) 309-2153

Signature: _____

NON-COLLUSION AFFIDAVIT IN THE STATE OF Florida IN THE COUNTY OF Broward

Jeffrey C. Winter being first duly sworn, on oath, says that the proposal above submitted is a genuine and not a sham or collusive proposal or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Proposer has not directly or indirectly induced or solicited any Proposer on the above work or supplies to put in a sham proposal, or any other person or corporation to refrain from proposing, and that said Proposer has not in any manner sought by collusion to secure her/himself an advantage over any other proposer or proposers. Subscribed and sworn before me this 21st day of October, ~~2022~~ 2025 NOTARY PUBLIC in and for the State of Florida Signature

Seal

NOTARY PUBLIC • STATE OF FLORIDA •

ROSE MARIE OSBOURNE
Notary Public - State of Florida
Commission # HH572439
Expires on August 24, 2028

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that is and its principles:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

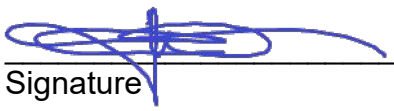
b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



Signature

Principal

Title

Winter Consulting Group, LLC d/b/a Cornerstone Community Partners

Contractor/Firm

4420 W. Bay Avenue, Tampa, FL 33616

Address

CONFLICT OF INTEREST AND LITIGATION STATEMENT

The conflict of interest, litigation disclosure statements are for informational purposes only.

Please mark one of the following:

[✓] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients, contracts, or property interest for this project.

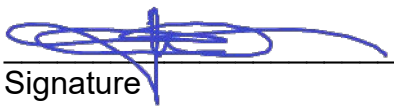
[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Please mark one of the following:

[✓] The undersigned firm has had no litigation on any design projects in the last five years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five years.

The County reserves the right to request additional information on these subjects and also to eliminate any firm from the selection process that has material conflict(s) of interest or a history of litigation resulting from CONSULTANT errors or omissions or unethical or illegal business practices. The County Administrator shall make any such determination.



Signature

Principal

Title

Winter Consulting Group, LLC d/b/a Cornerstone Community Partners

Contractor/Firm

4420 W. Bay Avenue, Tampa, FL 33616

Address

ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with DeSoto County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I Jeffrey C. Winter (insert name) as Principal (insert title) on behalf of Winter Consulting Group, LLC d/b/a Cornerstone Community Partners (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Winter Consulting Group, LLC d/b/a Cornerstone Community Partners (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Winter Consulting Group, LLC d/b/a Cornerstone Community Partners (insert entity name) does not participate in any of the following actions:
   a. Using or threatening to use physical force against any person;
   b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
   c. 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 or the length and nature of the labor or services are not respectively limited and defined;
   d. 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;
   e. Causing or threatening to cause financial harm to any person;
   f. Enticing or luring any person by fraud or deceit; or
   g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: Jeffrey C. Winter
Title: Principal
Nongovernmental entity: Winter Consulting Group, LLC d/b/a Cornerstone Community Partners
Date: 10/21/2025

STATE OF Florida
COUNTY OF Broward

SWORN TO AND SUBSCRIBED before me ____ in person or ✓ remote notarization by Jeffrey C. Winter as Principal on behalf of Winter Consulting Group, LLC d/b/a Cornerstone Community Partners, who is personally known to me or who produced FL Driver License as identification this 21st day of October, 2025.

(Notary Seal)

ROSE MARIE OSBOURNE
Notary Public - State of Florida
Commission # HH572439
Expires on August 24, 2028

Notary Public

Notarized remotely online using communication technology via Proof.

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with DeSoto County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 287.138, Florida Statutes, for all entities that may have access to individuals' personal identifying information.

I Jeffrey C. Winter (insert name) as Principal (insert title) on behalf of ~~Winter Consulting Group, LLC d/b/a~~ Cornerstone Community Partners (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.

2. I certify that Winter Consulting Group, LLC d/b/a Cornerstone Community Partners (insert entity name) ("Vendor"):

3. a. 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 in Vendor; and

c. Is not organized under the laws of nor have its principal place of business in a foreign country of concern.

3. For 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.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: Jeffrey C. Winter

Title: Principal
Nongovernmental entity: ~~Winter Consulting Group, LLC~~ d/b/a Cornerstone Community Partners
Date: 10/21/2025

STATE OF Florida
COUNTY OF ~~Broward~~

SWORN TO AND SUBSCRIBED before me ____ in person or ✓ remote notarization by Jeffrey C. Winter as Principal on behalf of Winter Consulting Group, LLC d/b/a Cornerstone Community Partners, who is personally known to me or who produced FL Driver License as identification this 21st day of October, 2025.

Notary Public

(Notary Seal)

ROSE MARIE OSBOURNE
Notary Public - State of Florida
Commission # HH572439
Expires on August 24, 2028

Notarized remotely online using communication technology via Proof.

Proof SM

How to Verify This Transaction

Every Proof transaction is recorded and saved for a minimum of five years. Whether you receive an electronic or printed paper copy of a Proof document, you can access details of the transaction and verify its authenticity with the information below.

To get started, visit **verify.proof.com** and enter this information:

Access ID:	PT2APHSN
Access PIN:	2KNR3V

For more information on how to verify Proof transactions, please visit: **support.proof.com**

VIII.

Appendices

In this section, we have included supporting documents and supplementary information that enhance our proposal. These appendices are provided for the County's reference and are **excluded from the 50-page limit** as allowed (résumés, references, etc., are not counted per RFP page limit instructions).

Appendix A – Key Staff Résumés: Detailed résumés for all key personnel mentioned in Tab III are attached, including Jeffrey C. Winter, Keith A. Shehorn, William "Spencer" Nabors II, and others. Each résumé provides information on the individual's education, work history, project experience, and relevant certifications (such as Mr. Shehorn's HUD Environmental Review Training certificate and Mr. Winter's legal assistant certification). These résumés demonstrate the depth of experience each team member brings to the project.

Appendix B – Reference Letters: We have attached **full copies of the reference recommendation letters** from the three clients summarized in Tab IV (Lafayette County, City of Edgewater, Town of White Springs). These letters are on the clients' letterhead and signed by the respective officials. We encourage the County to review their comments. For instance, the Lafayette County letter describes how we delivered "exactly what [we] promised — a fully funded application" with minimal fuss; the Edgewater letter praises our "exceptional expertise in … compliance and reporting" and communication skills as "invaluable"; the White Springs letter highlights the benefits of our multi-firm team and long-term commitment. These testimonials corroborate the claims in our proposal and give an outside perspective on Cornerstone's capabilities.

Appendix C – Organizational Chart & Project Schedule: As referenced in Tab III and Tab V, we include a one-page organizational chart of our project team and a one-page Gantt chart (project schedule) for the Environmental Review tasks. The org chart shows the reporting structure and key team roles, while the schedule visually outlines the timeline discussed (tasks 1–7 with start and end weeks). These are provided as additional clarity for the evaluation committee.

Appendix D – Company Information Documents: This includes a copy of our Florida business registration (Sunbiz printout for Winter Consulting Group, LLC d/b/a Cornerstone Community Partners), and our certificate of liability insurance listing the required coverage (with DeSoto County to be added as insured upon award. We also attach our W-9 form as we are a first-time vendor to DeSoto County, as noted in the RFP instructions.

All appendices are clearly labeled and tabbed for easy reference. They complement the narrative of our proposal by providing evidence and specifics that might be too detailed for the main body. We have been careful to include only relevant and requested materials, to keep the proposal focused and concise. The inclusion of these documents demonstrates our transparency and thoroughness.

Conclusion: Cornerstone Community Partners is confident that our proposal addresses all requirements of RFP #25-18-00 and presents a compelling case for our selection. We have structured our response strictly according to the required format (Tabs I–VIII) and have ensured that each evaluation criterion is thoroughly covered:

- *Experience:* We detailed our extensive CDBG and HUD environmental review experience, with tangible examples and references (worth 40% weight).
- *Management, Staffing & Qualifications:* We introduced a highly qualified team, demonstrated our capacity and unique team structure (25% weight).
- *Technical Approach:* We provided a clear methodology and task outline tailored to DeSoto County's needs (25% weight).
- *Cost:* We offered a low-cost, justified fee proposal (10% weight), emphasizing no burden to the County.

Cornerstone is excited about the opportunity to partner with DeSoto County. We are ready to deploy our skills to ensure your CDBG housing rehabilitation, demolition, and reconstruction projects are reviewed in compliance with all environmental requirements and positioned for successful, timely completion. **Thank you for considering our proposal.** We welcome the chance to discuss it further or answer any questions in an interview. We are committed to DeSoto County's vision of providing safe, improved housing for its residents and will bring the full measure of our expertise to make that a reality.

DeSoto County RFP Evaluation Matrix – Cornerstone Community Partners

RFP Factor (Weight)	What Evaluators Are Looking For (per RFP)	Cornerstone Evidence in Draft (tab/page)
Experience & Past Performance (40 pts)	Depth of recent, relevant CDBG/HUD **environmental reviews** (24 CFR Part 58), similar housing rehab/demolition/ reconstruction; successful outcomes; verified references.	Executive Summary highlights verified outcomes (Edgewater turnaround; Hamilton County $900k saved; Zolfo Springs ahead of schedule/under budget) (Tab I, pp.4–5). Case studies center on **Hamilton County (multiple CDBG-HR/CV/ED)** and **Zolfo Springs (CDBG-NR + re-evaluation)** (Tab IV, pp.15–16). Multiple recent **reference letters** included (Appendix B, pp.58–69).
Management, Staffing & Qualifications (25 pts)	Qualified team; clear roles; capacity; coverage/continuity; relevant certifications/training; organization.	**Key Personnel** with defined roles (Project Manager, Environmental Compliance Specialist, Housing Rehab/Construction specialist) and cross-coverage (Tab III, pp.11–13). **HUD/FloridaCommerce environmental review training** documented; **org chart** shows redundancies (Appendix C, p.71).
Technical Approach (25 pts)	Sound, compliant methodology; ability to meet timelines; tiered review capability; complete ERR; notices/RROF/AUGF; mitigation tracking.	**Comprehensive Part 58 approach** with step-by-step **Task Management Plan** (Tab V, pp.19–26); **Tiered Review strategy**; QA/QC; mitigation tracking; **Gantt schedule** (Appendix C, p.72).
Cost (10 pts)	Reasonable, competitive, grant-eligible pricing; clarity of inclusions.	**Lump-sum $22,500** for up to 10 homes (ERR through AUGF), **$1,000 per additional Tier II site**; all notices/travel included; positioned as **fully grant-eligible** (Tab VI, pp.28–30).

A.

Key Staff Résumés

Jeffrey Winter, Principal

Mr. Winter was recruited to one of Florida's most established and reputable grant consulting firms in 2003. Over the last two decades, Mr. Winter has developed his expertise in all facets of grant writing and administration services. Mr. Winter holds a proven track record of completing difficult projects on schedule and on tight budgets. Excellent interpersonal skills, a professional attitude, and acute attention to detail further his ability to manage projects independently or as a team member.

As Cornerstone's Principal, Mr. Winter serves as the primary liaison for multiple client communities, which require full-service consultation to include preliminary planning, grant writing and complete administration. Mr. Winter is responsible for overseeing Cornerstone's Programs/Operations and Executive Directors, Project Management and Environmental Compliance staff and will be responsible for the overall management of this contract. Additionally, Mr. Winter will serve as the primary liaison as a key member of Cornerstone's administrative management team.

Education & Certifications:

- Certification, Legal Assistant
  Florida State College at Jacksonville

- Associates of Science, Paralegal Studies
  Florida State College at Jacksonville

- Certification, Environmental Review Training
  Florida Department of Economic Opportunity

- Certification, Environmental Review Training
  U.S. Department of Housing & Urban Development

Relevant Experience:

- Twenty (22) years of CDBG program experience.

- Seven (7) years of local government service within the Orange Park Public Safety & Public Works Committee and the Orange Park Finance & Budget Committee.

- Principal, Winter Consulting Group, LLC d/b/a Cornerstone Community Partners

Spencer Nabors, Housing Rehabilitation & Construction Management Specialist

Mr. Nabors graduated from Mississippi State University and Itawamba Community College with a B.S. in Social Sciences and an A.S. in Industrial & Residential Electronics. His areas of study, work experience and expertise over more than two decades of his relevant professional career have resulted in a culmination of experience opportunities throughout various fields pertaining to community planning and development, grant administration, project management and construction oversight.

Additionally, Mr. Nabors maintains multiple professional certifications that serve to reinforce Cornerstone's in-house credentials in relevant supporting fields to include the following:

- Certified Lead-Based Paint (LBP) Inspector
- Certified LBP Risk Assessor
- "Blueprint for Safety" Certification
- OSHA Construction Safety Certification
- Continuing Education in Construction

Within the Cornerstone team, Mr. Nabors serves as Housing Rehabilitation and Construction Management Specialist and will be overseeing construction management to ensure quality control throughout all phases of CDBG activities.

Education & Certifications:

- Bachelors of Science, Social Sciences
  Mississippi State University

- Associates of Science, Industrial & Residential Electronics
  Itawamba Community College

Relevant Experience:

- Twenty-five (26) years of CDBG program experience.

- President, ITC Group, Inc.

Keith Alexander Shehorn, Environmental Compliance Specialist

Mr. Shehorn has been actively involved in grant application development and administration since 2008. In his role as Cornerstone's Environmental Compliance Specialist, Mr. Shehorn specializes in the preparation of the Environmental Review Records to document thorough consultation with all required parties and ensure full compliance with all applicable requirements necessary to obtain the release of awarded funds from state and federal funding agencies.

Education & Certifications:

- Associates of Science, Environmental Science Technology
  Florida State College at Jacksonville

- Bachelors of Science, Physics
  University of Central Florida

- Certification, Environmental Review Training
  Florida Department of Economic Opportunity

- Certification, Environmental Review Training
  U.S. Department of Housing & Urban Development

Relevant Experience:

- Sixteen (17) years of CDBG program experience.

- Environmental Compliance Specialist, Cornerstone

B.

Reference Letters

10/2/2025

To Whom It May Concern,

It is my pleasure to provide this reference letter for Cornerstone Community Partners, who has served as a Grant Management Consultant for the City of Edgewater since August 2024.

During this period, Cornerstone Community Partners has demonstrated exceptional expertise in the areas of grant identification, application development, compliance, and reporting. Their deep understanding of funding mechanisms at the local, state, and federal levels has been instrumental in enabling our municipality to secure and effectively manage critical funding opportunities.

Some of Cornerstone Community Partner's key contributions include:

- Grant Identification: Proactively researching funding opportunities aligned with municipal priorities.
- Grant Compliance & Reporting: Ensuring that CDBG-awarded funds are managed in full compliance with grantor requirements, including the preparation of accurate and timely reports.
- Capacity Building: Providing training and guidance to municipal staff, thereby strengthening our internal capacity for future grant management.
- Strategic Alignment: Advising municipal leadership on aligning projects with funding opportunities to maximize impact and sustainability.

In addition to their technical expertise, Jeffrey Winters and the team at Cornerstone Community Partners bring professionalism, responsiveness, and accountability to every aspect of their work. Their strong communication skills and ability to collaborate effectively with both internal departments and external stakeholders have been invaluable to our city. Their contributions have directly advanced our strategic goals and improved the delivery of services to residents.

I am confident that Cornerstone Community Partners would be a valuable asset to any organization seeking expert support in CDBG related grant management. Please feel free to contact me if additional information is needed.

Sincerely,

Sandy Camp
City of Edgewater Grant Administrator

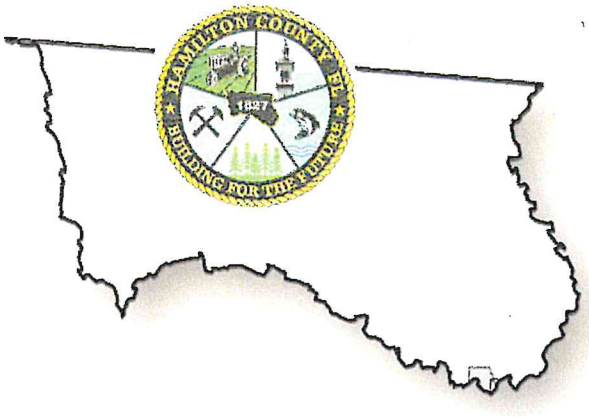
JIMMY MURPHY
District 1 - Jennings

ROBBY ROBERSON
District 2 – Jasper

ROBERT E. BROWN
District 3 – Jasper

TRAVIS ERIXTON
District 4 – White Springs

RICHIE MCCOY
District 5 – Jasper



GREG GODWIN
Clerk of Courts

ANDREW J. DECKER, III
County Attorney

207 Northeast First Street
Room 106
Jasper, Fl 32052
(386) 792-1288
FAX (386) 792-3524

OFFICE OF
BOARD OF COUNTY COMMISSIONERS

October 3, 2025

Dear Evaluation Committee Members,

On behalf of **Hamilton County, Florida**, I am pleased to provide this reference for **In Touch Consulting Group (ITC)** in support of their proposal to serve the City of Live Oak (or any Florida community) through a continuing contract for grant writing and grant administration.

Hamilton County has partnered with ITC across multiple programs for decades. Their responsibilities include **CDBG (CV/ED/HR)** and administration of our **State Housing Initiatives Partnership (SHIP)** program. Today, our ITC-managed portfolio includes **approximately $6.7 million in active CDBG projects**, in addition to our **annual and supplemental SHIP allocations** in their longstanding role as the County's SHIP Administrator. In practical terms, this team has helped Hamilton County secure a **disproportionate share of total funding awards relative to neighboring counties**, and they have managed those awards through to compliant, on-time delivery.

ITC provides turnkey management—from application and environmental review to procurement, construction oversight, labor/payroll compliance, reporting, and closeout. Our projects remain **on schedule and monitoring-ready**, and agency reviews have been positive. Their professional and compliant approach has materially reduced risk to the County and kept our projects moving without avoidable delays. The team has also demonstrated strong strategic judgment; on one occasion, they helped us **successfully pursue a funding decision reversal** following a detailed, well-supported appeal grounded in program rules.

Most recently, ITC has been coordinating with **FDEP management** on Hamilton County's behalf to address **technical issues that prevented the County from participating in the FY 26/27 FRDAP application cycle**. They have **initiated an appeal** to restore our eligibility and position us for near-term park funding opportunities, citing a **successful track record of favorable appeal decisions with FDEP** in similar circumstances. This level of advocacy—grounded in program rules and relationships—is a hallmark of their service.

Cornerstone/ITC's staffing model includes **built-in redundancies** across construction/housing rehab management, environmental compliance, labor/payroll checks, and program reporting. We frequently operate **multiple grants concurrently** without slippage in schedule or quality. Communication is proactive and solution-oriented: when issues arise, they present clear options, document decisions, and keep County leadership fully briefed. Their fiscal practices—**fees within program caps and grant-funded**—demonstrate stewardship of public dollars.

Based on Hamilton County's experience, Cornerstone/ITC is a **low-risk, high-value partner** with the **capacity, expertise, and reliability** necessary for a continuing services contract. They have consistently delivered **timely, compliant, and results-driven** performance across a substantial, multi-program portfolio. I am confident they will provide the City of Live Oak with the same level of service and commitment.

If you require additional information, please contact me at **(386) 792-6639** or by email at **Coordinator@HamiltonCountyFL.com**.

Sincerely,



Gary Godwin
County Coordinator
Hamilton County, Florida

LAFAYETTE COUNTY
Clerk Of The Circuit Court
Steve Land

120 W Main St.
Post Office Box 88
Mayo, FL 32066
(386) 294-1600

October 3, 2025

To Whom It May Concern:

On behalf of Lafayette County, Florida, I am pleased to provide this reference for In Touch Consulting Group (ITC) in support of their proposal to provide grant writing services.

ITC prepared Lafayette County's FFY 2023/2024 CDBG Housing Rehabilitation application, which was awarded in full at $1,500,000. Their team managed the entire application process—from needs assessment and citizen participation through narrative development, cost estimating, and completeness reviews—with minimal burden on County staff. They communicated proactively, met every deadline, and produced an application that was clear, competitive, and "implementation-ready." Throughout development, ITC embedded the program's compliance requirements into the work products (public notices, eligibility documentation approaches, environmental review pre-planning, and procurement readiness consistent with 2 CFR 200). Their QA/QC process was comprehensive, and their guidance to staff was practical and timely. In our experience, this compliance-focused approach reduces risk, accelerates startup after award, and makes monitoring straightforward.

ITC's North Florida experience—spanning Lafayette and neighboring counties—means they understand local conditions, contractor markets, and funding agency expectations. While Lafayette County's CDBG-HR administration will be procured separately, Cornerstone/ITC's authorship of our awarded application and their established regional team position them to hit the ground running at administration startup, should they be selected.

Based on Lafayette County's direct experience, we consider ITC a low-risk, high-value partner with the capacity, expertise, and reliability well-suited to a consulting services contract. They delivered exactly what they promised—a fully funded application with excellent client service—and did so with professionalism, integrity, and a clear commitment to our community's goals. We are confident they will provide the City of Live Oak with the same level of quality and dedication.

Please feel free to contact me at (386) 294-1600 or sland@lafayetteclerk.com if additional information would be helpful.

Sincerely,

Steve Land
Clerk of the Courts & County Comptroller
Lafayette County, Florida

City of Macclenny

118 East Macclenny Avenue
Macclenny, Florida 32063
Tel: 904.259.6261

September 18, 2025

To Whom It May Concern:

The City of Macclenny has worked with Cornerstone Community Partners and In Touch Consulting for many years. Their team has assisted the city in finding grant opportunities to help meet the ever-growing needs of our community.

Jeffrey Winter and his team have written and administered numerous grants across a broad spectrum of projects: public safety needs, housing projects, water and sewer infrastructure projects, parks and recreation, and historical grants.

Within just the past five years we have worked with Cornerstone and ITC to provide grant writing/administration services on a long-term, recurring basis for multiple grant awards through the following programs:

- FEMA Assistance to Firefighters Grant (AFG) Program
- Community Development Block Grant Coronavirus Relief Funding (CDBG-CV) Program
- Rebuild Florida CDBG - Mitigation General Infrastructure (CDBG-MIT) Program
- Florida Small Cities Community Development Block Grant (CDBG-CR/ED/HR/NR) Program
- Florida Recreation Development Assistance Program (FRDAP)
- DHR Historic Preservation Grant - Special Category (HPG-SC) Program; and
- Rebuild Florida 2023 & 2024 Storms Infrastructure Repair Program (IRP/CDBG-DR).

Over the many years working with Cornerstone and ITC, we have been successful in securing numerous grants. Their team made the process easy from the application, award and through the grant completion process. They handled all the paperwork and coordination with engineers, architects and contractors to ensure the work was completed and all necessary requirements were met.

Cornerstone Community Partners and ITC's administrative fees were reasonable and left administrative funds to help cover advertising and other grant costs, which minimized the city's out-of-pocket expenses for these projects, which is

always a plus. Jeffrey has also helped us work with the funding agency to request additional funds and/or for ways to best utilize the funds when unexpected issues arise without additional cost to the city.

Jeffrey has a true passion for grants and understands the complex nature of the funding agencies. He is very attentive to our needs and always responsive to our emails or calls.

It is my pleasure to recommend Cornerstone Community Partners and know they will provide excellent grant writing and administrative services to your community if selected. If you would like more information, please feel free to reach out to me or Melissa Thompson our finance director at (904) 259-0972.

Sincerely,

Mike Griffis
City Manager
City of Macclenny

Post Office Box 518

1775 Highway 17

Pomona Park, FL 32181-0518

386-649-4902

townclerk@pomonapark.com

September 19, 2025

To Whom It May Concern:

On behalf of the Town of Pomona Park, I am pleased to provide this reference for **Cornerstone Community Partners** in connection with the City of Live Oak's RFP (RFQ-04-2025).

Cornerstone Community Partners has been an invaluable partner to the Town of Pomona Park, consistently demonstrating professionalism, responsiveness, and a proven ability to secure critical funding opportunities. In just the past four months, Cornerstone Community Partners has successfully assisted the Town with competitive applications totaling more than **$3.4 million**, including:

- $1,334,000 in CDBG-NR funding
- $366,975 in HMGP funding
- $1,551,500 in IRP/CDBG-DR funding
- $200,000 in FRDAP funding

In addition to their grant writing expertise, Cornerstone Community Partners has provided outstanding grant administration support. Notably, they completed the closeout package for our FY 19 CDBG-NR project at no cost to the Town and are currently finalizing closeout documents for our FY 23/24 FRDAP projects. Their approach consistently minimizes the Town's out-of-pocket costs by structuring eligible fees within grant budgets, a practice that has greatly alleviated the burden on our staff.

Throughout our partnership, Cornerstone Community Partners has demonstrated reliability, adaptability, and a clear commitment to delivering results ahead of schedule and under budget. Their knowledge of federal and state funding programs, coupled with their dedication to client success, makes them a trusted and valued partner to the Town of Pomona Park.

Post Office Box 518

1775 Highway 17

Pomona Park, FL 32181-0518

386-649-4902

townclerk@pomonapark.com

I am confident that Cornerstone Community Partners will provide the City of Live Oak with the same level of excellence and support that we have experienced. Should you have any questions or require additional information, please do not hesitate to contact me directly at (386) 649-4902 or townclerk@pomonapark.com.

Sincerely,

Andrea Almeida
Town Clerk
Town of Pomona Park

Town of Ponce de Leon

1580 Highway 90
Post Office Box 214
Ponce de Leon, FL 32455
(850) 836-4361

Dear Sir or Madame,

9/23/2025

The Town of Ponce de Leon has been working with Cornerstone Community Partners throughout the past three months. They have been professional, prompt, and have answered any questions we have had in detail. They have also helped bring the Town's FY 19 CDBG-NR project into compliance, while additional closeout documents are currently being finalized for the Town's completed FY 24/25 FRDAP project. In conjunction with these grant administration efforts, Cornerstone is currently developing a FY 26/27 FRDAP application to pursue an additional $200,000 in grant funding with all anticipated administration costs incorporated into the FRDAP funding request and at no cost to the Town.

Cornerstone has shown reliability and ability to quickly adapt and navigate challenging circumstances to obtain demonstrable results ahead of schedule while also structuring their services so that all associated fees are incorporated into eligible grant budgets, thereby minimizing the Town's locally funded out-of-pocket expenses.

In closing, the Town could not recommend a better business to have advocating for our small community and we look forward to working with them in the present and the future.

Sincerely,

Jessica Harris

Town Clerk

Ponce de Leon, Fl. 32455

TOWN OF WHITE SPRINGS

"On the Bank of the Suwannee River"

September 18, 2025

TO: Whom it May Concern

SUBJECT: Letter of Recommendation for Cornerstone Community Partners

It is indeed a pleasure to prepare this letter of recommendation for Cornerstone Community Partners to perform any type of Grant Writing/Administrative Services, along with their multi-firm associates, In Touch Consulting Group and Jordan & Associates. This multi-firm specializes in many facets of planning, engineering, and grant administration, with a large professional staff supporting them for any project for which they might be accepted.

Cornerstone Community Partners Principal and others have been associated with the Town of White Springs since 2008 and consistently been a major part of the wheel that has kept the town thriving. Although there have been lows and highs in the town, Cornerstone has been a constant positive organization that has assisted in many aspects. They cannot be blamed for failure of political leaders to lead and reflect due diligence in the operation of the Town. The firm has been supportive with recommendations that would benefit the Town, but due to other reasons, many of them were never considered or implemented, but due to the leadership of Cornerstone, they have stuck by and are responsible for the infrastructure not being a total failure.

Again, it is with a great deal of pride that I strongly recommend Cornerstone Community Partners for Grant Writing and Administrative Services to your community.

Sincerely,

ELMON LEE GARNER
TOWN MANAGER

10363 Bridge Street, White Springs, FL 32096Ph. 386.397.2310 | Fax 386.397.1542 |
www.whitesprings.org | manager@whitespringsfl.us

TOWN OF ZOLFO SPRINGS

3210 U.S. Hwy. 17 S.
P.O. Box 162
Zolfo Springs, FL 33890-0162

Phone: (863) 735-0405
Fax: (863) 735-1684

September 25, 2025

To Whom It May Concern:

RE: Reference Letter

As a multi-firm partnership between Cornerstone Community Partners (Cornerstone), In Touch Consulting Group (ITC), and Jordan & Associates (J&A), I would emphasis their ability to quickly adapt and navigate challenging circumstances to obtain demonstrable results ahead of schedule and under budget. In just the past three months, Cornerstone has worked with the Town to bring the Town's CDBG-NR project into compliance, while additional closeout documents are currently being finalized for the Town's completed FY 23/24 FRDAP project. In conjunction with these grant administration efforts, Cornerstone is currently developing an FY 26/27 FRDAP application to pursue an additional $200,000 in grant funding with all administration costs incorporated into the FRDAP funding request and at no cost to the Town. I have personally work with Jordan & Associates since the early 1990's doing several CDBG and FDAP projects as follows.

2008/2009 CDBG Wastewater Project $650,000
2010/2011 CDBG Water Plant Repairs $650,000
2017/2018 CDBG Finish Water Plant and Replace Water Lines $700,000
2019/2020 CDBG Replace Water Lines and Repair two Lift Stations $700,000
2021/2022 CDBG Lift Stations, WW Plant Blower, Water Lines
2017 FRDAP Grant Vasquez Park
2017 FRDAP Grant City Park
2024 FRDAP Grant Vasquez Park

For these reasons, I will attest to the firm's reliability and ability to quickly adapt and navigate challenging circumstances to obtain demonstrable results ahead of schedule while also structuring their services so that all associated fees are incorporated into eligible grant budgets, thereby minimizing the Town's locally funded out-of-pocket expenses.

The recent accomplishments with the Town over just the past three months demonstrate Cornerstone's ability to effectively and reliably manage the anticipated workload.

In addition, their administrative support has helped alleviate staff burden—ranging from developing the FY 26/27 FRDAP application at no cost to the Town to preparing the FY 24/25 FRDAP closeout documents for a nominal fee set at just 17% of the total available line-item budget. These services are fully paid through grant funds and remain well below the $30,000 allocated for FRDAP Grant Management Services. Consistent with their applied approach for the Town, emphasizing efforts to ensure all eligible fees are incorporated into grant budgets, thereby minimizing any locally funded out-of-pocket expense to our Community.

I highly recommend them for grant writing. Please contact me if you have any other questions.

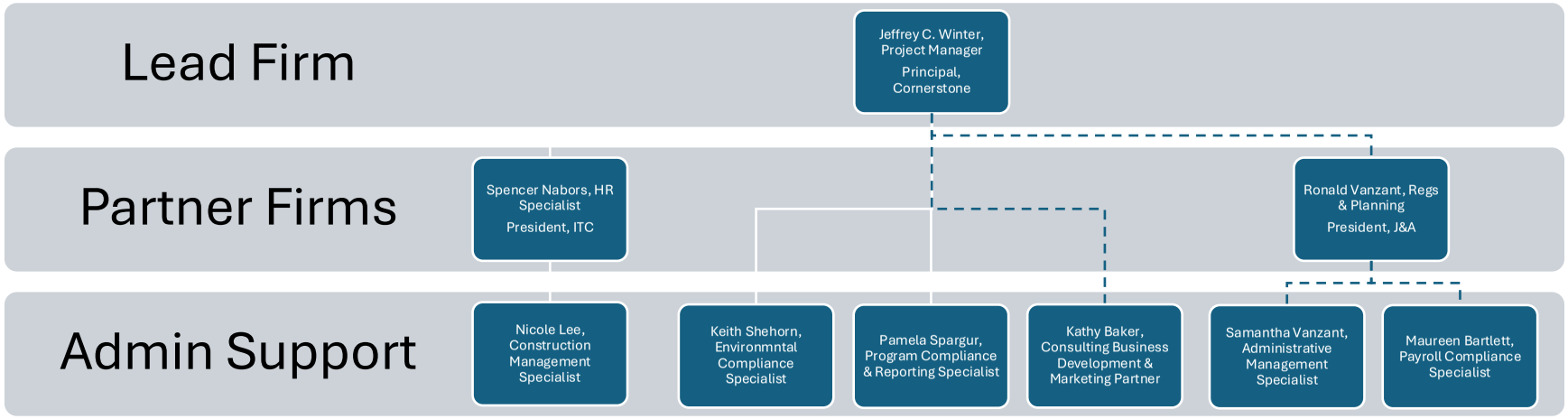
Sincerely,

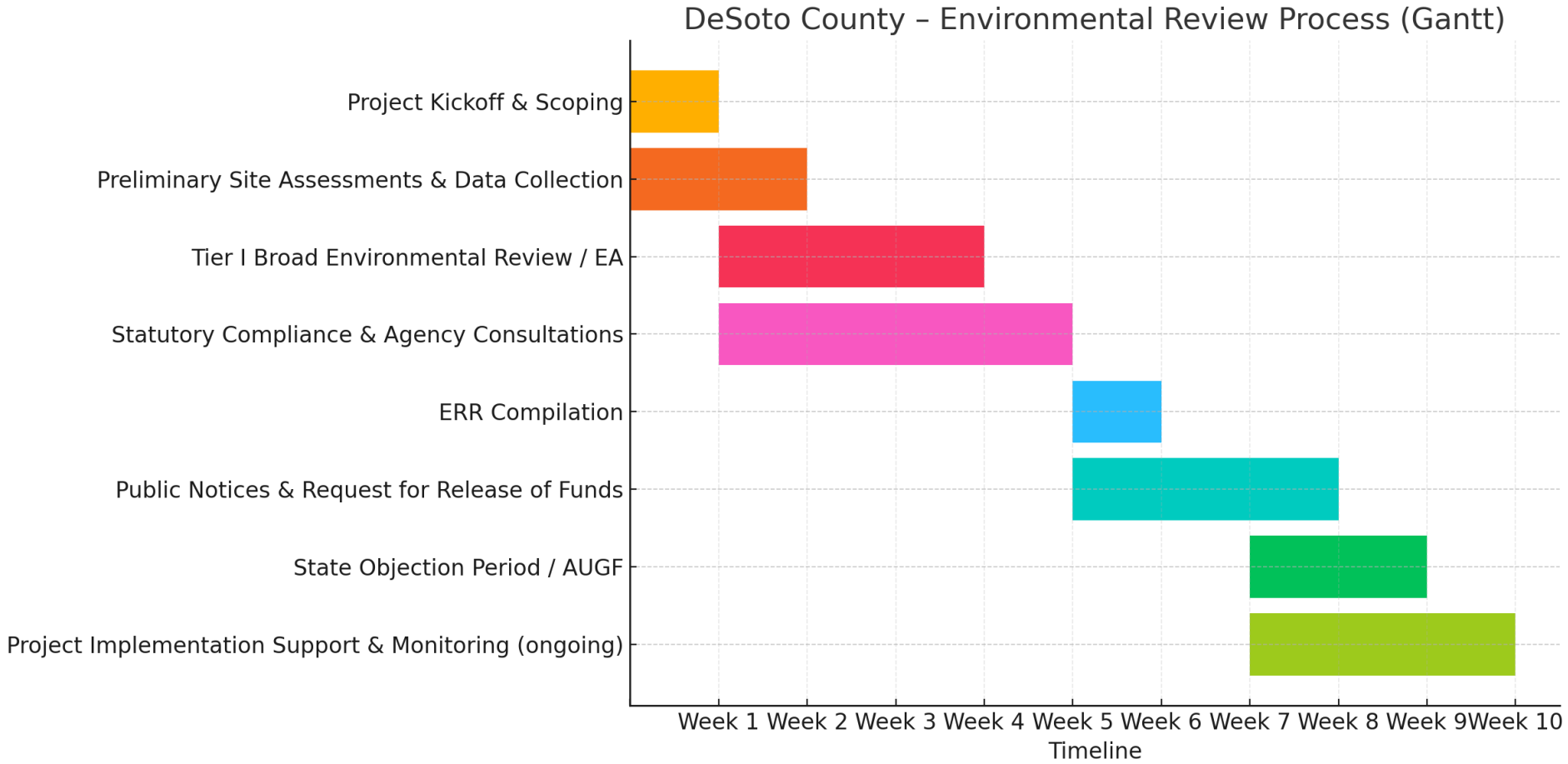
Linda Roberson

Linda Roberson
Town Manager/Finance Director

C.

Organizational Chart & Project Schedule


Lead Firm
Jeffrey C. Winter, Project Manager
Principal, Cornerstone
Partner Firms
Spencer Nabors, HR Specialist
President, ITC
Ronald Vanzant, Regs & Planning
President, J&A
Admin Support
Nicole Lee, Construction Management Specialist
Keith Shehorn, Environmntal Compliance Specialist
Pamela Spargur, Program Compliance & Reporting Specialist
Kathy Baker, Consulting Business Development & Marketing Partner
Samantha Vanzant, Administrative Management Specialist
Maureen Bartlett, Payroll Compliance Specialist


DeSoto County – Environmental Review Process (Gantt)
Project Kickoff & Scoping
Preliminary Site Assessments & Data Collection
Tier I Broad Environmental Review / EA
Statutory Compliance & Agency Consultations
ERR Compilation
Public Notices & Request for Release of Funds
State Objection Period / AUGF
Project Implementation Support & Monitoring (ongoing)
Week 1 Week 2 Week 3 Week 4 Week 5 Week 6 Week 7 Week 8 Week 9Week 10
Timeline

D.

Company Information Documents

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
WINTER CONSULTING GROUP, LLC

Filing Information

Document Number	L19000050451
FEI/EIN Number	83-3858920
Date Filed	02/20/2019
Effective Date	02/15/2019
State	FL
Status	ACTIVE

Principal Address

4420 W. Bay Avenue
Tampa, FL 33616

Changed: 03/05/2025

Mailing Address

4420 W. Bay Avenue
Tampa, FL 33616

Changed: 03/05/2025

Registered Agent Name & Address

WINTER, JEFFREY C
4420 W. Bay Avenue
Tampa, FL 33616

Address Changed: 03/05/2025

Authorized Person(s) Detail

Name & Address

Title MGR, Principal

WINTER, JEFFREY C
4420 W. Bay Avenue
Tampa, FL 33616

Annual Reports

Report Year	Filed Date
2023	09/19/2023
2024	03/28/2024
2025	03/05/2025

Document Images

03/05/2025 -- ANNUAL REPORT	View image in PDF format
03/28/2024 -- ANNUAL REPORT	View image in PDF format
09/19/2023 -- ANNUAL REPORT	View image in PDF format
05/03/2022 -- ANNUAL REPORT	View image in PDF format
02/01/2021 -- ANNUAL REPORT	View image in PDF format
01/29/2020 -- ANNUAL REPORT	View image in PDF format
02/20/2019 -- Florida Limited Liability	View image in PDF format

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/20/2025

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

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

PRODUCER	CONTACT NAME: Diana Jones	
Augustyniak Insurance Group 12058 San Jose Blvd #304 Jacksonville, FL 32223	PHONE (A/C, No, Ext): (904)268-3106	FAX (A/C, No): (904)268-3107
	E-MAIL ADDRESS: commercial@weshopinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Southern-Owners Insurance	
INSURED Winter Consulting Group, LLC DBA: Cornerstone Community Partners 4420 W Bay Ave Tampa, FL 33616	INSURER B : First Comp	
	INSURER C : Hiscox	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 00028951-0** **REVISION NUMBER: 7**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	78511205	08/22/2025	08/22/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	MWC0229624-01	08/22/2025	08/22/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Prof Liability			P103.674.653	08/22/2025	08/22/2026	Occurrence/Aggregat	1,000,000

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

RFP 24-ES-08 and Grant Administrative Services-Rehabilitation of Sanitary Sewe Lines and Manholes (CDBG 23DB-N33)

Endorsements:

General Liability-
CG 2026 Additional Insured Designated Orginization
(continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER

City of Edgewater
Edgewater, Florida
104 N. Riverside Dr
Edgewater, FL 32132

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Chameka Drake

(DWJ)

© 1988-2015 ACORD CORPORATION. All rights rese

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Augustyniak Insurance Group	Winter Consulting Group, LLC DBA: Cornerstone Community Partners
POLICY NUMBER N/A	
CARRIER: Multiple Carriers / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)
CG 2037 Additional Insured Completed Operations
CG 2404 Blanket Waiver of subrogation
30 days Notice of cancellation

Workers Comp:
WC 0003 Waiver of Subrogation

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

59495 (8-11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL DESIGNATED PERSON(S) OR ORGANIZATION(S) OTHER THAN THE NAMED INSURED

It is agreed:

This policy is subject to the following condition:

If this policy is canceled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE below shall be notified at least:
1. 10 days prior to the effective date of cancellation if we cancel for nonpayment of premium; or
2. The number of days shown in the SCHEDULE prior to the effective date if we cancel for any other reason.
If the law of the state in which notice is mailed to requires a longer notice period, we will comply with those requirements.

SCHEDULE

Number of Days Notice 030

Name Of Designated Person(s) Or Organization(s)	Mailing Address
CITY OF EDGEWATER, EDGEWATER FLORIDA	104 N RIVERSIDE DR EDGEWATER FL 32132-1716

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

All other policy terms and conditions apply.

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
CITY OF EDGEWATER, EDGEWATER FLORIDA
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
CITY OF EDGEWATER, EDGEWATER FLORIDA	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
CITY OF EDGEWATER
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Subrogant Information	Class Code	Description	Payroll
City of Edgewater 104 N Riverside Dr Edgewater, FL 32132	8810	Clerical Office Employees Noc	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 08/22/2024 Policy No. MWC0229624-01 Endorsement No.

Insured: Winter Consulting Group, LLC Premium $(See Attached)

Insurance Company: Markel Insurance Company Countersigned by _____

© 1983 National Council on Compensation Insurance.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Jeffrey Carlet Winter

2 Business name/disregarded entity name, if different from above

Winter Consulting Group, LLC d/b/a Cornerstone Community Partners

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

4420 W. Bay Avenue

Requester's name and address (optional)

6 City, state, and ZIP code

Tampa, FL 33616

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

5	9	2	–	6	4	–	1	5	0	8

or

Employer identification number

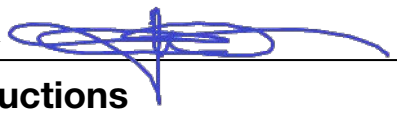
		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ►  **Date** ► **10/22/2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CORNERSTONE COMMUNITY PARTNERS

December 4, 2025

Ms. Megan Deuchar
Purchasing Agent
DeSoto County Purchasing Office
201 E. Oak St., Suite 203
Arcadia, FL 34266

Re: **DeSoto County – Hourly Rate Schedule**
Proposal Response to RFP #25-18-00

Dear Ms. Deuchar:

Cornerstone Community Partners (Cornerstone) is pleased to submit the following Hourly Rate Schedule to DeSoto County to supplement Cornerstone's proposal response to the County's RFP #25-18-00:

	Hourly Rate
Principal	$187.50
Housing Rehabilitation Specialist	$150.00
Environmental Compliance Specialist	$125.00
Program Compliance Specialist	$125.00
Project Manager	$100.00
Admin Support	$62.50

EXHIBIT C

Should you require any further documentation or clarification regarding this matter, please do not hesitate to contact our office.

Respectfully submitted,



Jeffrey C. Winter, Principal
Cornerstone Community Partners
(904) 309-2153
JeffreyCWinter@gmail.com

DeSoto County

12/16/2025

Item #: 6.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☐ Public Hearing Amendment

DEPARTMENT: Administrative Services
SUBMITTED BY: **Megan Deuchar**
PRESENTED BY: **Peter Danao**

TITLE & DESCRIPTION:
Agreement Amendment / Financial Advisory Services / PFM Financial Advisors, LLC

REQUESTED MOTION:
Approve the Amendment extending the term of the Agreement for one (1) year with PFM Financial Advisors, LLC, for ongoing Financial Advisory Services.

SUMMARY:
Staff is requesting approval of a one-year renewal of the Agreement with PFM Financial Advisors, LLC for Financial Advisory Services.

BACKGROUND:
The original Agreement for Financial Advisory Services with PFM Financial Advisors, LLC was approved by the Board on December 13, 2022, following a competitive selection process conducted under RFP No. 22-24-00RFP, and established a three-year initial term with up to two (2) additional one-year renewal terms available upon mutual agreement. The proposed Amendment exercises one of these allowable renewal periods, continuing services under the same scope, terms, and pricing as originally approved.

FUNDS:
Budget Amount: **N/A**
Actual Agenda Item: **N/A**
Cost: **As-needed, based on services requested**
Account Number: **001-71375133400000**
Explanation: **No fixed annual cost is associated with this renewal; expenses will occur only when Financial Advisory Services are requested and will be billed in accordance with the existing Agreement.**

AMENDMENT TO
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This AMENDMENT TO AGREEMENT FOR FINANCIAL ADVISORY SERVICES, made as of January 3, 2026 (the "Amendment"), is entered into between the Board of County Commissioners, DeSoto County, Florida (hereinafter the "CLIENT"), and PFM Financial Advisors LLC, a Delaware limited liability company (hereinafter the "Consultant").

WHEREAS, the CLIENT and the Consultant entered into an Agreement for Financial Advisory Services, dated as of January 3, 2023 (the "Original Agreement") for the provision of financial advisory services; and

WHEREAS, the Original Agreement provides for an initial term through January 3, 2026, and, at the CLIENT's option, two additional one-year renewal periods after the initial contractual term; and

WHEREAS, the CLIENT desires to exercise the first of the two options, thereby extending the term of the Original Agreement for an additional year through January 3, 2027; and

NOW, THEREFORE, the CLIENT and the Consultant, in consideration of the premises and mutual covenants herein contained, and intending to be legally bound, hereby agree as follows:

1. The Original Agreement is hereby renewed for an additional one-year term, extending the term of the Original Agreement through January 3, 2027.

2. Except as provided herein, all provisions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their authorized representatives as of the date set forth in the first paragraph of this Amendment.

PFM FINANCIAL ADVISORS LLC

By:_____

Name: Jeremy Niedfeldt

Title: Managing Director

BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA

By:_____

Name: _____

Title: _____

DeSoto County

12/16/2025

Item #: 7.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☐ Public Hearing Surplus

DEPARTMENT: Administrative Services
SUBMITTED BY: **Megan Deuchar**
PRESENTED BY: **Cindy Talamantez**

TITLE & DESCRIPTION:
Declaration of Surplus Property

REQUESTED MOTION:
Declare the list of presented items as Surplus and approve for sale or disposal.

SUMMARY:
Declaration of Surplus Property

BACKGROUND:
County Property that qualifies as Assets has been identified by Departments as no longer needed or wanted. Staff is requesting the Board declare the items as Surplus, authorizing the sale or disposal of the items and removal from inventory.

FUNDS:
Budget Amount: **Revenue Generating**
Actual Agenda Item: **No monetary request.**
Account Number: **Varies by assigned Department.**
Explanation: **Revenue Generating**

SURPLUS ACTION REPORT

ASSET #	DESCRIPTION	VEHICLE ID#/ SERIAL#	FUND	DEPARTMENT	ORIGINAL DATE PURCHASED	ORIGINAL PURCHASE AMOUNT	CURRENT DEPRECIATED VALUE	REASON FOR SURPLUS/COMMENTS
2024-105	FURNITURE SECTIONAL COUCH	VARIOUS	106	7072	09/01/24	$2,474.98	$ 2,464.67	DAMAGE OR WORN OUT
2024-104	FURNITURE SECTIONAL	VARIOUS	106	7072	9/1/2024	$1,494.93	$ 1,488.70	DAMAGE OR WORN OUT
2019-07	2019 LARK UNITED ENCLOSED TRAILER	5RTBE1822KD067912	001	7074	12/21/2018	$4,150.00	$ 1,763.83	SEND TO INTERNET/AUCTION
2011-02	1990 INTERNATIONAL BUS 3800 DT360	1HVBBNDM3LH80770	001	7074	10/19/2010	$4,800.00	$ -	SEND TO INTERNET/AUCTION
2005-92	BILINGUAL AUDIOMETER	161476	001	7132	6/30/2005	$1,815.00	$ -	DAMAGE OR WORN OUT
2012-76	VISION SCREENER V4	V03462	001	7132	3/28/2012	$3,342.25	$ -	DAMAGE OR WORN OUT
2012-79	PHLEOBTOMY CHAIR (ELECTRIC)	109872	001	7132	4/9/2012	$4,790.17	$ -	SEND TO INTERNET/AUCTION
2007-198	INTEL DUAN XEON SERVER	0089-181-572-513	001	2203	1/8/2007	$6,187.00	$ -	DAMAGE OR WORN OUT
2015-05	2014 BOBCAT 3200 UTILITY VEHICLE	AJNS30362	001	7074	12/17/2014	$7,957.60	$ 198.94	SEND TO INTERNET/AUCTION
2007-118	WATEROUS FLOTO-PUMP	F16825	106	7072	5/22/2007	$1,802.40	$ -	SEND TO INTERNET/AUCTION
2014-72	2010 FORD EXPEDITION 4WD	1FMJU1G51AEA29071	106	7071	9/30/2014	$18,800.00	$ -	SEND TO INTERNET/AUCTION
2003-103	2003 FORD F150 4X4 SUPERCAB	2FTRX18WO3CB14031	106	7071	8/29/2003	$22,011.00	$ -	SEND TO INTERNET/AUCTION
2006-42	2006 DODGE DURANGO	1D4HB48266F139911	106	7071	3/21/2006	$27,130.00	$ -	SEND TO INTERNET/AUCTION
2006-02	2006 CHEVY 4X4 PICKUP	1GCEK14T66Z133263	106	7072	10/31/2005	$17,303.00	$ -	SEND TO INTERNET/AUCTION
2004-62	DESK WITH HUTCH		001	7137	9/1/2004	$1,487.20	$ -	NO LONGER NEEDED BY DEPT

DATE APPROVED: 12/16/25

MANDY J. HINES

BOARD OF COUNTY COMMISSIONERS

By:

DeSoto County

12/16/2025

Item #: 8.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☐ Public Hearing Resolution

DEPARTMENT: Engineering
SUBMITTED BY: **Megan Deuchar**
PRESENTED BY: **Michael Giardullo**

TITLE & DESCRIPTION:
Resolution / Supplemental Agreement / FDOT LAP Sidewalk Design Services for C.R. 760

REQUESTED MOTION:
Adopt the Resolution approving the Supplemental Agreement with FDOT for additional funding for Financial Project #444206-1-38-01, LAP Sidewalk Design Services on County Road 760.

SUMMARY:
Staff is requesting adoption and approval of the Supplemental Agreement with FDOT for additional funding for Financial Project #444206-1-38-01, LAP Sidewalk Design Services on County Road 760.

BACKGROUND:
In January 2024, DeSoto County entered into a Local Agency Program (LAP) Grant Agreement to fund the design and permitting of a sidewalk on County Road 760 from U.S. 17 to Aster Avenue. The total amount of the grant agreement is $76,410.00. The Design Contract is in the amount of $70,325.98 leaving an available balance of $6,084.02. This project requires a pedestrian crossing over the railroad tracks controlled by Seminole Gulf Railway. Seminole Gulf Railway's current fee schedule requires a non-refundable agreement preparation fee of $8,600. This supplemental agreement adds $2,600 of additional FDOT funding to cover the shortfall between the $6,084.02 of remaining grand funding and the $8,600 Seminole Gulf Railway fee.

FUNDS:
Budget Amount: **N/A**
Actual Agenda Item: **$2,600.00**
Cost: **N/A**
Account Number: **304-60555416300206**

Explanation: **FDOT Reimbursement**

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2025 –

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, APPROVING A SUPPLEMENTAL AGREEMENT BY AND BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, HEREINAFTER THE "DEPARTMENT", AND DESOTO COUNTY, HEREINAFTER THE "COUNTY", FOR THE DEPARTMENT TO PROVIDE ADDITIONAL FUNDS TO THE COUNTY UNDER SECTION 339.12, FLORIDA STATUTES FOR DESIGN OF A FIVE-FOOT WIDE SIDEWALK ON THE SOUTHWEST SIDE OF COUNTY ROAD 760 FROM S.W. U.S. 17/S.R. 35 TO S.W. ASTER AVENUE THROUGH THE LOCAL AGENCY PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the DEPARTMENT is empowered by legislative authority under Section 339.12, Florida Statutes; and

WHEREAS, the COUNTY is authorized to design sidewalks on County Road 760, hereinafter referred to as the PROJECT; and

WHEREAS, the DEPARTMENT allocated funding for Design Services in the amount of $76,410.00; and for design to be completed by June 30, 2026; and

WHEREAS, the COUNTY has requested, and the DEPARTMENT has agreed to provide, additional funding in the amount of $2,600.00 to cover the shortfall between the original design allocation and the required non-refundable $8,600.00 agreement-preparation fee charged by Seminole Gulf Railway for review of the proposed pedestrian crossing, thereby increasing the total LAP participation to $79,010.00; and

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

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

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

Section 2. That the COUNTY shall furnish the services necessary to complete the design of the PROJECT.

Section 3. That the COUNTY shall be responsible for the PROJECT in accordance with all applicable federal, state, and local statutes, rules and regulations, including COUNTY standards and specifications.

Section 4. That the DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT.

Section 5. That the DEPARTMENT must approve any Consultant and/ Contractor Scope of Services prior to advertising by the COUNTY. The DEPARTMENT approval must be obtained before selection of any Consultant and/or Contractor for the PROJECT. The COUNTY must certify that the Consultant has been selected in accordance with the Consultant's Competitive Negotiation Act. Contractor must be prequalified by the DEPARTMENT as required.

Section 6. That the Board approved and authorize the Chairman to sign the Supplemental Local Agency Program Agreement attached hereto and designated as **FPN: 444206-1-38-01**.

Section 7. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the COUNTY'S standards and specifications.

Section 8. It is understood and agreed to by the COUNTY that upon completion of the construction, the COUNTY shall be responsible for maintenance of the PROJECT.

Section 9. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

_____
MANDY J. HINES
COUNTY ADMINISTRATOR

By: _____
STEVE HICKOX
CHAIRMAN

Approved as to form and legal sufficiency:

_____
VALERIE VICENTE
COUNTY ATTORNEY

Docusign Envelope ID: EE475D0A-2F3C-4716-9DF6-60F7D16E35A3

LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
1

FEDERAL ID NO. (FAIN)
D124-011-B

CONTRACT NO.
G2T64

FEDERAL AWARD DATE
08-21-2025

FPN
444206-1-38-01

RECIPIENT UNIQUE ENTITY ID SAM NO.
GH9DBEQV5KK3

Recipient, Desoto County, desires to supplement the original Agreement entered into and executed on January 26th, 2024 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name County Road 760 from US 17 to Southwest Aster Avenue Length 0.270 miles

Termini Five-foot sidewalk on the south side of County Road 760

Description of Work:
The scope of the project consists of the construction of a five-foot sidewalk on the south side of County Road 760 from US 17 to Southwest Aster Avenue. The project will include ADA compliant road crossings with signage and stripping as appropriate.

Reason for Supplement and supporting engineering and/or cost analysis:

The purpose is to provide additional funding to compensate to cover the cost of a pedestrian crossing of the Seminole Gulf Railway tracks. Seminole Gulf Railway requires an $8,600 agreement preparation fee to continue the review of the County plans. The County has approximately $6,000 between the amount of the design contract and the LAP agreement. Desoto County has requested additional LAP funding in the amount of $2,600.00 to cover the shortfall, Two- Thousand Six Hundred Dollars) in federal funds. The total cost of construction is $79,010 (Seventy-Nine Thousand and Ten Dollars). The total department participation in the project is $79,010 (Seventy-Nine Thousand and Ten Dollars).

The Local Agency Program Agreement (LAP) is amended as follows:

A. A. Exhibit “B” SCHEDULE OF FINANCIAL ASSISTANCE is replaced in its entirety by the ADJUSTED EXHIBIT “B” SCHEDULE OF FINACIAL ASSISTANCE” and is incorporated by reference.

B. Section 4.A under project cost on page 1 of the January 26, 2024, Local Agency Program Agreement is replaced in its entirety by:

The Total cost of this project is $79,010 (Seventy-Nine Thousand and Ten Dollars).
The amount is based upon the schedule of funding in Exhibit “B”, Schedule of Financial Assistance attached to and incorporated in the Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided in paragraph 5.1.

C. Exhibit “E” FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT) is replaced in its entirety by the ADJUSTED EXHIBIT “E” FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)” and is incorporated by reference.

Docusign Envelope ID: EE475D0A-2F3C-4716-9DF6-60F7D16E35A3

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT
ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Desoto County
201 E Oak Street Suite 203
Arcadia, FL 34266

FINANCIAL PROJECT NUMBER: 444206-1-38-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design						
FY: 2023/2024 (APRI)	$10,369.00		$10,369.00			$10,369.00
FY: 2023/2024 (CARN)	$1,437.00		$1,437.00			$1,437.00
FY: 2023/2024 (TALN)	$64,604.00		$64,604.00			$64,604.00
Total Design Cost	$76,410.00	$ 0.00	$76,410.00	$ 0.00	$ 0.00	$76,410.00
Right-of-Way						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Design)						
FY: 2025/2026 (TALN)		$2,600.00	$2,600.00			$2,600.00
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Phase Costs	$ 0.00	$2,600.00	$2,600.00	$ 0.00	$ 0.00	$2,600.00
TOTAL COST OF THE PROJECT	$76,410.00	$2,600.00	$79,010.00	$ 0.00	$ 0.00	$79,010.00

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

Holly Randolph
District Grant Manager Name

DocuSigned by:
Holly Randolph
13203B697A4144B...
Signature

11/19/2025 | 4:30 PM EST
Date

Docusign Envelope ID: EE475D0A-2F3C-4716-9DF6-60F7D16E35A3

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT Desoto County

By:_____
Name:
Title:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name:
Title:

Date:_____

Legal Review:

DS
DC

_____

Docusign Envelope ID: EE475D0A-2F3C-4716-9DF6-60F7D16E35A3

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

ALN No.:	20.205
ALN Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site:	**https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view**
Award Amount:	**$79,010.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

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/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

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
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

DeSoto County

12/16/2025

Item #: 9.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☐ Public Hearing Amendment

DEPARTMENT: Administration
SUBMITTED BY: **Megan Deuchar**
PRESENTED BY: **Mandy Hines**

TITLE & DESCRIPTION:
Agreement Amendment / Lobbying Services and Networking of Grants with Appropriations / The Southern Group of Florida, Inc.

REQUESTED MOTION:
Approve Agreement Amendment with The Southern Group of Florida, Inc., for Lobbying Services and Networking of Grants with Appropriations.

SUMMARY:
Staff is requesting approval of an Agreement Amendment extending the Agreement with The Southern Group of Florida, Inc., for another year.

BACKGROUND:
On November 17, 2020, the Board approved an Agreement with The Southern Group of Florida, Inc., for Lobbying Services and Networking of Grants with Appropriations. The Agreement provides an initial ONE (1) year term with the option for FIVE (5) additional one-year renewals upon mutual consent. The County has previously utilized four (4) of these renewal options. Staff now wishes to utilize the fifth and final one-year renewal option, with no changes to the terms or cost.

FUNDS:
Budget Amount: **$36,000.00**
Actual Agenda Item: **$36,000.00**
Cost: **$36,000.00**
Account Number: **001-26015123100000**
Explanation: **Professional Services**

DESOTO COUNTY
PROFESSIONAL SERVICES
FOR LOBBYING SERVICES AND NETWORKING OF GRANTS WITH APPROPRIATIONS
AGREEMENT AMENDMENT #5
Bid #20-21-00RFP

THIS AGREEMENT AMENDMENT is made this _____ day of _____, 2025, between the **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political Subdivision of the State of Florida hereinafter referred to as ("COUNTY") whose address is 201 E. Oak Street, Suite 201, Arcadia, Florida 34266; and **THE SOUTHERN GROUP OF FLORIDA, INCORPORATED,** a Corporation, authorized to do business in the State of Florida, hereinafter referred to as ("CONSULTANT"), whose address is 123 Adams Street, Tallahassee, Florida 32301 (Post Office Box 10570, Tallahassee, Florida 32302).

WHEREAS, an Agreement was entered into on the 2nd day of December, 2020, between COUNTY and CONSULTANT for DeSoto County's Lobbying Services and Networking of Grants with Appropriations; and

WHEREAS, the original Agreement entered into on the 2nd day of December, 2020, stated a Time of Performance of an initial ONE (1) year term and shall be renewable, upon mutual consent of both parties, for FIVE (5) additional terms of ONE (1) year each; and

WHEREAS, this Agreement was Amended on November 15, 2021, utilizing the FIRST of the FIVE (5) one-year renewals extending the Agreement to December 2, 2022; and

WHEREAS, this Agreement was Amended on November 30, 2022, utilizing the SECOND of the FIVE (5) one-year renewals extending the Agreement to December 2, 2023; and

WHEREAS, this Agreement was Amended on November 16, 2023, utilizing the THIRD of the FIVE (5) one-year renewals extending the Agreement to December 2, 2024; and

WHEREAS, this Agreement was Amended on November 25, 2024, utilizing the FOURTH of the FIVE (5) one-year renewals extending the Agreement to December 2, 2025; and

WHEREAS, the COUNTY and CONSULTANT desire to further amend the original Agreement entered into on the 2nd day of December, 2020, utilizing the FIFTH of the FIVE (5) one-year renewal terms, extending this Agreement to December 2, 2026, with no changes or price increases; all other provisions of the original Agreement will remain in full effect as agreed; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to amend the original Agreement and extend it for another year.

SECTION 1. INCORPORATION BY REFERENCE. The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true; and

SECTION 2. TIME OF PERFORMANCE.

By the signing of this Amendment, the CONSULTANT hereby agrees to fully and completely perform the Scope of Services until December 2, 2026.

SECTION 3. The CONSULTANT shall comply with all specific completion dates and sequences indicated in the Scope of Work. In the event the Work is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, the CONSULTANT shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the COUNTY may decide. However, such extension shall not operate as a waiver of any rights of the COUNTY.

SECTION 4. All other provisions of the December 2, 2020, Agreement shall remain in force and effect.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the _____ of _____ 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

By: _____
Mandy J. Hines
County Administrator

By: _____
Steve Hickox
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

_____
Valerie Vicente
County Attorney

Date: _____

WITNESSES:

THE SOUTHERN GROUP OF FLORIDA, INCORPORATED

_____

By: _____

Printed Name: _____

_____

Title: _____

DeSoto County

12/16/2025

Item #: 10.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☐ Public Hearing Amendment

DEPARTMENT: Human Resources
SUBMITTED BY: **Megan Deuchar**
PRESENTED BY: **Latrinda Jones**

TITLE & DESCRIPTION:
Agreement Amendment #2 / Brokerage Services - Employee Benefits / Brown & Brown, Incorporated

REQUESTED MOTION:
Approve the Agreement Amendment with Brown & Brown, Incorporated, exercising the second one-year renewal for Employee Benefits Brokerage Services.

SUMMARY:
Staff is requesting approval of the Agreement Amendment with Brown & Brown, Incorporated, extending the Agreement utilizing the second one-year renewal term for Employee Benefits Brokerage Services.

BACKGROUND:
On February 20, 2024, the County entered into an Agreement with Brown & Brown, Incorporated to provide Employee Benefits Brokerage Services. The Agreement included an initial term through October 1, 2024, with the option of four (4) additional one-year renewals upon mutual consent. The Agreement was renewed on October 21, 2024, utilizing the first one-year renewal term and extending services through September 30, 2025. Both the County and the Agent wish to utilize the second of the four one-year renewals, extending the Agreement through September 30, 2026, with no changes to the existing commission percentages.

FUNDS:
Budget Amount: **N/A**
Actual Agenda Item: **N/A**
Cost: **2% Medical, 3% Dental, 10% Vision, 10% Life / Voluntary Life and AD&D**
Account Number: **N/A**
Explanation: **Based on Commission from Carrier**

SECOND AMENDMENT TO AGREEMENT BETWEEN
DESOTO COUNTY AND RISK MANAGEMENT ASSOCIATES
FOR BROKERAGE SERVICES - EMPLOYEE BENEFITS
Solicitation #23-32-00RFP

THIS SECOND AMENDMENT to the AGREEMENT is made this _____ day of _____, 2025, between the **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political Subdivision of the State of Florida hereinafter referred to as ("COUNTY") whose address is 201 E. Oak Street, Suite 201, Arcadia, Florida 34266, and **RISK MANAGEMENT ASSOCIATES, INCORPORATED, a wholly owned subsidiary of BROWN & BROWN, INCORPORATED,** a Corporation, authorized to do business in the State of Florida, hereinafter referred to as ("AGENT"), whose address is 300 North Beach Street, Daytona Beach, Florida 32114.

WHEREAS, an agreement was entered into on February 20, 2024, between the COUNTY and AGENT for DeSoto County's Brokerage Services - Employee Benefits (the "original Agreement"); and

WHEREAS, the original Agreement stated a Time of Performance of an initial period through October 1, 2024, and thereafter, could be renewed by the parties by mutual consent annually for **FOUR (4)** additional **TWELVE (12)** month periods or until terminated; and

WHEREAS, on October 21, 2024, the COUNTY and AGENT entered into a First Amendment to the Agreement, renewing the Agreement for the first of the four (4) one-year renewal terms, which extended the term through September 30, 2025; and

WHEREAS, the COUNTY and AGENT desire to amend the Agreement again to utilize the second one-year renewal term, retroactive to October 1, 2025, and extending the Agreement through September 30, 2026, with all other provisions of the original Agreement remaining in full effect; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to amend the Agreement for Brokerage Services - Employee Benefits and extend it for another year as set forth below.

SECTION 1. INCORPORATION BY REFERENCE. The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true.

SECTION 2. TIME OF PERFORMANCE. The Parties hereby agree to exercise the second one-year renewal term, retroactive to October 1, 2025. The AGENT hereby agrees to fully and completely perform the Scope of Services through September 30, 2026.

SECTION 3. The AGENT shall comply with all specific completion dates and sequences indicated in the Scope of Work. In the event the Work is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, the CONTRACTOR shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the COUNTY may decide. However, such extension shall not operate as a waiver of any rights of the COUNTY.

SECTION 4. Except as specifically provided for herein, all other provisions of the original Contract, dated February 20, 2024, shall remain in full force and effect.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment to the Contract as of the _____ of _____ 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS DESOTO COUNTY, FLORIDA

By: _____
Mandy J. Hines
County Administrator

By: _____
Steve Hickox
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

_____
Valerie Vicente
County Attorney

Date: _____

WITNESSES:

RISK MANAGEMENT ASSOCIATES, INCORPORATED/BROWN & BROWN

_____

By: _____

Printed Name: _____

_____

Title: _____

DeSoto County

12/16/2025

Item #: 11.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 3:00 pm
☐ Public Hearing Presentation

DEPARTMENT: Tourism Development
SUBMITTED BY: **Sondra Guffey**
PRESENTED BY: **Todd Wiseman Jr. and Christa Boarini**

TITLE & DESCRIPTION:
Presentation on the planned TV Series based on the novel "A Land Remembered."

REQUESTED MOTION:
No motion needed.

SUMMARY:
Tampa filmmaker, Todd Wiseman, Jr. is turning the historic novel "A Land Remembered," which chronicles early life in Florida, into a television series. Because the book mentions Arcadia and our community, the Tourism Department, which also serves as the County's Film Commission Office, reached out to him to invite them to film here. He and his team are interested in pursuing opportunities.

BACKGROUND:
"A Land Remembered" was written by Patrick Smith in 1984 and follows the MacIvey family as they deal with hurricanes, mosquitoes and starvation. It also highlights cattle ranchers and Florida's agricultural beginnings. DeSoto County's IFAS office is presenting the book in DeSoto elementary schools this year, so this is especially timely.

FUNDS:
Budget Amount: **N/A**
Actual Agenda Item: Click or tap here to enter text.
Cost: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Explanation: Click or tap here to enter text.

DeSoto County

12/16/2025

Item #: 12.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 3:00 pm
☐ Public Hearing Choose an item.

DEPARTMENT: Administration
SUBMITTED BY: **Mandy Hines, County Administrator**
PRESENTED BY: **Jennifer Codo-Salisbury, Executive Director CFRPC**

TITLE & DESCRIPTION:
Presentation of Service Offering / Comprehensive Plan Update

REQUESTED MOTION:
Motion to authorize staff to develop a Scope of Work and Planning Services Agreement with the Central Florida Regional Planning Council to provide Comprehensive Plan Services to include required and additional elements desired by the Board.

SUMMARY:
Planning services approach to updating the County's Comprehensive Plan for formal adoption and codification.

BACKGROUND:
The County Comprehensive Plan needs to be updated to reflect policies and objectives of the Board, review and correction of inconsistencies, and to provide a complete and adopted plan with all required and optional elements deemed appropriate by the Board through the 2050 planning Horizon. The County has the option to competitively bid service by a private provider. Based on estimates, private services may cost more than $250,000. The Central Florida Regional Planning Council has met with staff and understands the tasks. Based on the nature of the Regional Planning Council, the Board may contract directly for Planning Services. The CFRPC has assisted the County in applying for a Technical Assistance Planning Grant through the Florida Department of Commerce. A grant has been awarded to the County and staff is working with the Florida Department of Commerce on the Scope of Work in preparation for a grant agreement that will be presented to the Board for approval soon. The CFRPC has agreed to perform the work for the value of the Grant. Staff is requesting approval to move forward with developing a Scope of Work and Agreement with the CFRPC for these services or seeking alternative Board direction. In the event the Board wishes to move forward with the CFRPC and grant funding, the process will require a series of workshops and stakeholder meetings to occur in a relatively short period of time to meet

grant deadlines.

DeSoto County

12/16/2025

Item #: 13.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 3:00 pm
☐ Public Hearing Other

DEPARTMENT: Social Services
SUBMITTED BY: **Lauri Benson**
PRESENTED BY: **Lauri Benson**

TITLE & DESCRIPTION:
Technical Revision/Local Housing Assistance Plan

REQUESTED MOTION:
To approve the technical revisions to the LHAP as presented.

SUMMARY:
Revisions to the LHAP start on page 6 Owner Occupied Rehab (forgiveness of 50% of the loan is changing from 10 years *to* 5 years, also Self-Help will only be available during State declared emergencies.)
Pages 8 and 9 Purchase Assistance with and without Rehab (changing maximum award amount from "up to 30% of purchase price, not to exceed $70,000" *to* "$20,000 for moderate income and $25,000 for low income" The forgiveness went from 50% forgiven after 10 years *to* non-forgivable.
Pages 9 and 10: Demolition/Reconstruction modified - 50% forgivable after 10 years *to* 50% forgivable after 5 years, and the Self-Help section is only available during and immediately after a State declared emergency.

BACKGROUND:
SHIP funds are provided by the Florida Housing Finance Cooperation to the County and the County adopts a new LHAP every 3 years, periodically, based on funding the County requires technical revisions to their Local Housing Assistance Plan prior to the 3 year adoption.

FUNDS:
Budget Amount: **N/A**
Actual Agenda Item: **N/A**
Cost: **N/A**
Account Number: **N/A**
Explanation: **N/A**

DeSoto County

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2023-2024, 2024-2025, 2025-2026

Table of Contents

Description	**Page#**
Section I, **Program Details**	**3**
Section II, **Housing Strategies**	**3**
A. Owner-Occupied Rehabilitation	**6, 7**
B. Purchase Assistance with Rehab	**7, 8**
C. Purchase Assistance without Rehab	**8, 9**
D. Demolition/Reconstruction	**9, 10**
E. Homeless Rental Housing Development	**10, 11**
F. Rapid Re-housing Rental	**11, 12**
G. Emergency/Disaster	**12, 13**
Section III, Incentive Strategies	
A. Expedited Permitting	**13, 14**
B. Ongoing Review Process	**14**
C. Increased Densities, Zero-Lot-Line Development, Accessory Residential Units	**14**
Exhibits	
A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed or attested adopting resolution F. Ordinance: (If changed from the original creating ordinance) G. Interlocal Agreement	

I. **Program Details:**

A. LG(s)

Name of Local Government	DeSoto Board of County Commissioners
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of very low, low, and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government's comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2023-2024, 2024-2025, 2025-2026

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules, and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services, and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost-saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local matches to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face-to-face meetings with housing providers, social service providers and local lenders, and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. **Waiting List/Priorities**: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

1. 2022 Hurricane Disaster-related households
   a. Very low
   b. Low
2. Special Needs households
   a. Very low
   b. Low
3. Very low-Income households
4. Low-income households
5. Essential Services Personnel Households
   a. Very low
   b. Low
6. Moderate Income households

J. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling: Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling, and Transportation.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:	
U.S. Treasury Department	x
Local HFA Numbers	

M. Income Limits, Rent Limits, and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed

30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its incomefor housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if thefirst institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

0. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget: A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: *"The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined ins. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program incomefor administrative costs." The applicable local jurisdiction has adopted the abovefindings in the resolution attached as Exhibit E.*

Q. Program Administration: Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	Administer and Maintain	10%
Third Party Entity/Sub-recipient		

R. First-time Homebuyer Definition: For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with aformer spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

S. **Project Delivery Costs:** Up to 2% of the contracted SHIP award for Owner Occupied Rehabilitation and Demolition/Reconstruction will be added to the award and reflected in the mortgage or DPL.

T. Essential Service Personnel Definition (ESP): DeSoto County defines essential service personnel as, any household earning 120 percent area median income (AMI) or below and is employed in the education system, City or County government, medical and health services, or Public Safety/First Responders and skilled building trades.

U. Describe efforts to incorporate Green Building and Energy Saving products and processes: When economically feasible, will require low or no-VOC paint for all interior walls (low-VOC means 50 grams per liter or less for flat paint, 150 grams per liter or less for non-flat paint), low-flow water fixtures in bathrooms along with the following requirements Toilets: 1.6 gallon/flush or less, Faucets: 1.5 gallons/minute or less, Showerheads: 2.2 gallons/minute or less, Water Sense labeled products are preferred. EnStar-qualified refrigerator, Energy Star-qualified exhaust fans in all bathrooms, and Air conditioning minimum SEER of 14 is also preferred.

V. **Describe efforts to meet the 20% Special Needs set aside:** Special Needs is a priority in all DeSoto County strategies and the County will partner with social services agencies servicing the designated Special Needs populations to achieve the goal of the special needs set aside.

W. **Describe efforts to reduce homelessness:** The County has a Homeless Rental Housing Development Strategy and works with local homeless agencies servicing the designated homeless population to achieve the goal of reducing homelessness.

Section II. **LHAP Strategies:**

A. Owner-Occupied Rehabilitation	Code 3

a.	Summary: Funds will be awarded to households in need of repairs to correct code violations, health and safety issues, repair or replacement of septic systems, repairs to wells, electrical, plumbing, roofing, windows, and other structural items.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low, (up to 80% AMI)

d. Maximum award: $70,000.

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 30 year mortgage with the ability to re-income certify for an extension.
4. Forgiveness: 50% of the full award forgiven after 10 years.
5. Repayment: Paid in full at the end of the DPL term or if the loan is in default.
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: Sale, transfer, or conveyance of property; conversion to rental property; loss of homestead exemption status; failure to occupy the home as a primary residence; and foreclosure. If any of these occur, the outstanding balance will be due and payable. In cases where the qualifying homeowner(s) die(s) during the loan term, this agreement shall be considered satisfied, and will no longer constitute a lien against the property unless the home is transferred to another name or sold then lien must be paid in full. This strategy qualifies for a mortgage extension if the applicant continues to income qualify.An income-eligible heir may qualify to assume the lien. This strategy is eligible for a mortgage extension as long as the applicant income qualifies.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities as outlined in section 1 (I).

g. Sponsor Selection Criteria: N/A

h. Additional Information: Applicant must be current on any real property taxes owed to DeSoto County, and recipients may only receive assistance once every 10 years and no more than twice for the same property in a lifetime from the same funding source. Homeowners must have a homestead of the address for at least 12 months before the approval of the rehabilitation. There can be no liens or judgments on or against the property with the exception of a mortgage. Mobile homes are not eligible for this strategy.
Self-Help - This is a sub-strategy of Owner-Occupied Rehabilitation. Funds may be used for the acquisition of building materials for home repair and construction. This allows a homeowner to pull the permit for an **established volunteer organization that specializes in Disaster repair and rebuilding of homes for disaster recovery.** The funds would be paid directly to the vendor for building materials. **All building inspections and code requirements are required as in any other project.** The homeowner will be required to sign an affidavit acknowledging that there is no warranty for the work that a volunteer organization would be completing and that this sub-strategy is only at the request of the homeowner. The Self-Help sub-strategy is a grant and may not exceed $20,000.

B. Purchase Assistance with Rehab Code 1

a. Summary: Funds will be awarded for the down payment and closing costs to households to purchase a newly constructed or existing home. A newly constructed home must have received a certificate of occupancy within the last twelve months. Assistance with rehab for an existing home must have at least

$2,500 in repairs in the past twelve months that were not SHIP funds.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: low and moderate

d. Maximum award: Up to 30% of purchase price, not to exceed $70,000.

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 30-year DPL
4. Forgivenes: 50% of award forgivable after 10 years.
5. Repayment: The loan is due and payable at the end of the 30-year DPL, eligible for extension.
6. Default: The loan will be determined to be in default if any of the following occurs; sale, transfer, or conveyance of property; conversion to rental property; loss of homestead exemption status; failure to occupy the home as a primary residence; or foreclosure. If any of these occur, the outstanding balance will be due and payable. If the homeowner dies, or if a married couple, the survivor dies the loan will be in default. However, the loan may be assumed by a SHIP-eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. This strategy is eligible for a mortgage extension as long as the applicant continues to income qualify.

f. Recipient/Tenant Selection Criteria: Applicants will be selected based on a first-qualified, first-served basis with the priorities as outlined in section 1 (I).

g. Sponsor Selection Criteria: N/A

h. Additional Information: Applicants must secure a first mortgage from an approved lender, must complete a HUD-approved home buyer education class, and have a valid contract for the home before applicants receive an application. The County has a list of online classes available to applicants. Applicants must make a minimum contribution of $1500 towards the purchase or closing costs. The cost of the homebuyer education class is included in the $1500 contribution. The purchase price for construction or the purchase of an existing home may not exceed $350,000.

Purchase Assistance without Rehab | Code 2

a. Summary: Funds will be awarded for the down payment and closing costs to households to purchase a newly constructed or existing home.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: low and moderate

d. Maximum award: Up to 30% of purchase price, not to exceed $70,000

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a loan secured by a recorded mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 30-year DPL
4. Forgiveness: 50% of award forgivable after 10 years
5. Repayment: The loan is due and payable at the end of the 30-year DPL, eligible for extension.
6. Default: The loan will be determined to be in default if any of the following occurs; sale, transfer, or conveyance of property; conversion to rental property; loss of homestead exemption status; failure to occupy the home as a primary residence; or foreclosure. If any of these occur, the outstanding balance will be due and payable. If the homeowner dies, or if a married couple, the survivor dies the loan will be in default. However, the loan may be assumed by a SHIP-eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. This strategy is eligible for a mortgage extension as long as the applicant continues to income qualify.

f. Recipient/Tenant Selection Criteria: Applicants will be selected based on a first-qualified, first-served basis with the priorities as outlined in section 1 (I).

g. Sponsor Selection Criteria: N/A

h. Additional Information: Additional Information: Applicants must secure a first mortgage from an approved lender, must complete a home buyer education class, and have a valid contract for the home before applicants receive an application. The County has a list of online classes available to applicants. Applicants must make a minimum contribution of $1500 towards the purchase or closing costs. The cost of the homebuyer education class is included in the $1500 contribution. The purchase price for construction or the purchase of an existing home may not exceed $350,000.

B. Demolition/Reconstruction Code 4

a. Summary: Funds will be awarded for the demolition and reconstruction of existing owner-occupied single-family homes if the County finds that rehabilitation of the home would surpass 50% of the current value of the home.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low, (up to 80% AMI)

d. Maximum award:$ 200,000.

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 30-year DPL
4. Forgiveness: 50% of the award will be forgiven over 10 years
5. Repayment: 50% of award will be non-forgivable due in full at the end of the 30-year DPL term, and eligible for extension.
6. Default: The loan will be determined to be in default if any of the following occurs; sale, transfer, or conveyance of property; conversion to rental property; loss of homestead exemption status; failure to occupy the home as a primary residence; or foreclosure. If any of these occur, the outstanding balance will be due and payable. If the homeowner dies, or if a married couple, the survivor dies the loan will be in default. However, the loan may be assumed by a SHIP-eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. Eligible for mortgage extension as lons as applicant continues to income qualify.

f. Recipient/Tenant Selection Criteria: Applicants will be selected based on a first-qualified, first-served basis with the priorities as outlined in section 1 (I).

g. Sponsor Selection Criteria: N/A

h. Additional Information: Applicant must be current on any real property taxes owed to DeSoto County, and recipients may only receive this assistance strategy once in a lifetime from the same funding source. Homeowners must have a homestead of the address for at least 12 months prior to the approval of the rehabilitation. There can be no liens or judgments on or against the property with the exception of a first mortgage.

Self-Help - This is a sub-strategy of Owner-Occupied Rehabilitation. Funds may be used for the acquisition of building materials for home repair and construction. This allows a homeowner to pull the permit for an **established volunteer organization that specializes in Disaster repair and rebuilding of homes for disaster recovery.** The funds would be paid directly to the vendor for building materials. **All building inspections and code requirements are required as in any other project.** The homeowner will be required to sign an affidavit acknowledging that there is no warranty for the work that a volunteer organization would be completing and that this sub-strategy is only at the request of the homeowner. The Self-Help sub-strategy is a grant and may not exceed $20,000.

C. Homeless Rental Housing Development Strategy | Code 14, 21

---

a. Summary: This strategy is designed to expand affordable rental housing opportunities for the homeless. Funds will be made available, through a competitive process, to non-profits for the development or acquisition, and rehabilitation of rental housing for the homeless. All acquisition, construction, and rehabilitation-related hard and soft costs are eligible.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low and low (up to 80% AMI)

d. Maximum award: $ 45,000 per unit.

e. Terms:
1. Repayment loan/deferred loan/grant: Deferred loan
2. Interest Rate: 0%
3. Years in loan term: 15 years
4. Forgiveness: The loan is forgiven on a prorated basis beginning in year six so that 10% of the loan is forgiven annually from years six through fifteen.
5. Repayment: None is required as long as the loan is in good standing.
6. Default: Transfer of ownership before the end of the term of affordability shall constitute default. Failure to maintain affordable rents shall constitute default. If the sponsor is found in default, the outstanding balance of the loan shall be due and payable.

f. Recipient/Tenant Selection Criteria: Recipients must be income-eligible families and deemed homeless as defined by HUD and published by the Florida Housing Finance Corporation. Rents will not exceed the limits as adjusted by the number of bedrooms.

g. Sponsor/Sub-recipient Selection Criteria: Available to IRS-approved non-profit developers of affordable rental housing.

h. Additional Information: All funding awards will be subject to closing on other funding sources. Developers will be required to meet compliance reporting on the development necessary to meet the statutory requirements.

D. Rapid Re-Housing | Code 26

a. Summary: Funds will be awarded to homeless residents in DeSoto County to obtain quality, safe, decent, and affordable rental housing. Funds will assist in the first and last month's rent and security deposits.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, and, low

d. Maximum award: $ 2,000.

e. Terms:
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/ A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Applicants must meet the definition of homeless as defined by F.S. 420.621. Applicants will be referred by a CoC lead or Social Services agency and will be assisted on a first-qualified,

first-served basis.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Applicants must show the ability to make monthly rental payments and the lease must be for twelve months. The rental unit must pass a home inspection from the County Building Department for health and safety. Rent must not exceed 30% of the applicant's monthly income before taxes (gross income).

E. Emergency/Disaster | Code 5

Summary: In times of disaster declaration by Executive Order of the President or the Governor, and for recovery of such disaster, unencumbered funds may be diverted to address emergency housing needs. All applicants whose health and safety have been affected by the declared disaster will take priority in all LHAP strategies, and funds may be used to pay homeowner's insurance deductibles to enable insured home repairs to be completed.

All disaster funds are subject to the prohibition of any duplication of benefits.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low, and moderate

d. Maximum award: $18,000 (VLI max $18,000, LI $15,000, and Mod $6,500.)

e. Terms:
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: In full if found in default
6. Default: Failure to use funds for the purposes they were allocated for.

f. Recipient/Tenant Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis. Funds will be paid directly to the insurance company, vendor, landlord, or Mortgage Company. Repairs are subject to all applicable permits, inspections, and other local, state, or federal codes, including flood plain regulations. All recipients must need assistance due to the declared disaster for disaster strategy. Disaster applications will be developed based on specific needs and shall detail the specific required documentation and/or certifications for each of the disaster strategy categories of assistance. An *emergency repair* is for any homeowner health and safety issue of the homesteaded home.

g. Sponsor Selection Criteria: N/A

h. Additional Information: All repairs must be done by a licensed contractor or established volunteer

organization that specializes in Disaster repair and rebuilding of homes for disaster recovery. Must be a DeSoto County resident. Emergency repair funds can be used for but are not limited to critical health and safety issues in the home such as septic, hot water heater, well pump, etc.

1. **Insurance Deductible:** Must provide insurance policy documents and claim information to determine the gap to perform insured repairs. Funds will be provided to the insurance company or contractor. Applicants must show proof that if they received insurance or FEMA funds those funds were expended before SHIP funds. The applicant may need to provide a release to enable the office to confirm details from the insured's policyholder when there is a question. Funds may only be used to make insured home repairs. Repairs must be done by a licensed contractor and the permit pulled. Income categories VLI, LI, and Moderate (up to 120% AMI)

2. **Temporary Relocation Assistance:** Applicant must provide proof of income and a copy of the lease agreement. Funds can be used for 1'1month, last month, and/or security deposit. Must provide proof of income and a copy of the lease agreement. Funds can be used for l't, last, or security. Must provide proof of current disaster-displaced DeSoto County residency. Income categories VLI and LI (up to 80% AMI)

3. **Emergency Repairs:** Life safety and code-related repairs to provide stable shelter and protect a home from further damage. The intent is not to rehabilitate or update a home but to make it safe and free from immediate hazards. Eligible repairs may include but are not limited to, roofing, electrical, mold remediation, well and/or septic system, and other repairs deemed necessary to provide safe and sanitary conditions. All repairs must be permitted and completed by a licensed contractor. Mobile homes built in 2015 or after are eligible for this strategy as long as the homeowner qualifies. A copy of the contract and permit may be required. Income categories VLI, LI and Mod (up to 120% AMI)

4. **Demolition of Uninhabitable Homesteaded Residence:** Applicant must show proof of home being deemed uninhabitable due to declared disaster. Must show proof of Homestead. Income categories VLI, LI, and Moderate (up to 120%AMI)

Temporary relocation assistance (VLI and LI Max award $10,000) Demolition of uninhabitable homesteaded residence due to declared disaster (VLI, LI and Moderate Max award up to $6,500.)

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B,** include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**

Permits as defined ins. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy: DeSoto County grants first priority in plan review and processing to expedite the issuance of permits to applicants for an affordable housing project. The application must be submitted complete along with the required fees. The applications are color coded for staff to quickly identify the application as an affordable housing application. The County Social Services department staff continually monitors the progress of the application for the continued expedited process.

B. Name of the Strategy: **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy: County staff continually monitors and reviews potential affordable housing impacts prior to passing policies, procedures, regulations, or ordinances that might contribute to increased costs for residential housing. The Planning Commission shall also review the established policies and procedures, ordinances, and development regulations and plan provisions to identify and eliminate any unnecessary impediments to affordable housing and make recommendations to the Board of County Commissioners.

C. Other Incentive Strategies Adopted: **Increased Densities** adopted on December 14, 2010. The allowance of flexibility in densities for affordable housing: Comprehensive Plan Future Land Use Element Policy 1.1.4 lists affordable housing as an item to give consideration for bonus density. A person would be able to review the County's Comprehensive Plan Future Land Use Element Policy at the County Planning and Zoning office located in the Administration Building. The land development regulations have been amended to reflect this process.

Zero Lot Line Development allowance of flexible lot configurations, including zero lot line developments for affordable housing. The land development regulation Section 3500; permits zero lot line developments for affordable housing.

Accessory Residential Units allowance of affordable accessory residential units in residential zoning districts. Land Development Regulation Section 8101 Accessory Dwelling Unity; permits these dwelling units as accessory uses if within single-family homes and provided they meet limited requirements, such as being designed to not interfere with the design and appearance of the principal structure as a single-family unit. Garage apartments are also allowed as permitted accessory dwelling units.

IV. EXHIBITS:

Required

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

Optional

F. Ordinance: (If changed from the original creating ordinance).

G. Interlocal Agreement (Required if applicable).

H. Other Documents Incorporated by Reference.

(Local Government name)

Fiscal Year: 2023-2024		
Estimated SHIP Funds for Fiscal Year:	$	409,546.00
Salaries and Benefits	$	38,650.00
Office Supplies and Equipment	$	160.00
Travel Per diem Workshops, etc.	$	1,500.00
Advertising	$	500.00
Other*	$	144.00
Total	$	40,954.00
Admin %		10.00%
		OK
Fiscal Year 2024-2025		
Estimated SHIP Funds for Fiscal Year:	$	350,000.00
Salaries and Benefits	$	26,000.00
Office Supplies and Equipment	$	-
Travel Per diem Workshops, etc.	$	1,300.00
Advertising	$	100.00
Other*	$	100.00
Total	$	27,500.00
Admin %		7.86%
		OK
Fiscal Year 2025-2026		
Estimated SHIP Funds for Fiscal Year:	$	350,000.00
Salaries and Benefits	$	26,000.00
Office Supplies and Equipment	$	-
Travel Per diem Workshops, etc.	$	1,300.00
Advertising	$	100.00
Other*	$	100.00
Total	$	27,500.00
Admin %		7.86%
		OK

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details: Year 2 and 3 Admin could change depending on allocation amount.

Exhibit B
Timeline for SHIP Expenditures

DeSoto County affirms that funds allocated for these fiscal years will meet the following deadlines:

Fiscal Year	Encumbered	Expended	Interim Report	Closeout Report
2023-2024	6/30/2025	6/30/2026	9/15/2025	9/15/2026
2024-2025	6/30/2026	6/30/2027	9/15/2026	9/15/2027
2025-2026	6/30/2027	6/30/2028	9/15/2027	9/15/2028

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2023-2024	3/30/2026	6/15/2026
2024-2025	3/30/2027	6/15/2027
2025-2026	3/30/2028	6/15/2028

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and cameka.gardner@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email cameka.gardner@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2023-2024

Name of Local Government:

Estimated Funds (Anticipated allocation only):			$ 409,546									
Code	Strategies / Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
3	Owner Occupied Rehabilitation	Yes	1	$65,000	1	$65,000			$130,000.00	$0.00	$130,000.00	2
1	Purchase Assistance with Rehab	Yes			1	$49,000			$49,000.00	$0.00	$49,000.00	1
2	Purchase Assistance without Rehab	No					1	$25,000	$0.00	$25,000.00	$25,000.00	1
4	Demolition/Reconstruction	Yes			1	$82,050			$82,050.00	$0.00	$82,050.00	1
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
5	Disaster Assistance	Yes			1	$6,542			$6,542.00	$0.00	$6,542.00	1
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		1		4		1		$267,592.00	$25,000.00	$292,592.00	6
Purchase Price Limits:			New	$ 230,000	Existing	$ 174,000						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
26	Rapid Re-Housing								$0.00	$0.00	$0.00	0
21	New Construction	Yes	2	$30,000	1	$15,000			$75,000.00	$0.00	$75,000.00	3
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		2		1		0		$75,000.00	$0.00	$75,000.00	3
	Administration Fees		$ 40,954		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 408,546	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		83.7%	OK
Homeownership % (65% requirement)		71.4%	OK
Rental Restriction (25%)		18.3%	OK
Very-Low Income (30% requirement)	$ 125,000	30.5%	OK
Low Income (30% requirement)	$ 202,592	49.5%	OK
Moderate Income	$ 25,000	6.1%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2024-2025

Name of Local Government:

Estimated Funds (Anticipated allocation only):			$ 350,000									
Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
3	Owner Occupied Rehabilitation	Yes	1	$65,000	1	$65,000			$130,000.00	$0.00	$130,000.00	2
1	Purchase Assistance with Rehab	Yes			1	$35,000	0	$0	$35,000.00	$0.00	$35,000.00	1
2	Purchase Assistance without Rehab	No							$0.00	$0.00	$0.00	0
4	Demolition/Reconstruction	Yes			1	$82,500			$82,500.00	$0.00	$82,500.00	1
5	Disaster Assistance	Yes							$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		1		3		0		$247,500.00	$0.00	$247,500.00	4
Purchase Price Limits:			New	$ 230,000	Existing	$ 174,000						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
26	Rapid Re-Housing	No							$0.00	$0.00	$0.00	0
21	New Construction	Yes	2	$30,000	1	$15,000			$75,000.00	$0.00	$75,000.00	3
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		2		1		0		$75,000.00	$0.00	$75,000.00	3
	Administration Fees		$ 27,500		8%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 350,000	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		92.1%	OK
Homeownership % (65% requirement)		70.7%	OK
Rental Restriction (25%)		21.4%	OK
Very-Low Income (30% requirement)		$ 125,000 35.7%	OK
Low Income (30% requirement)		$ 182,500 52.1%	OK
Moderate Income		$ - 0.0%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2025-2026

Name of Local Government:

Estimated Funds (Anticipated allocation only):	$ 350,000

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
3	Owner Occupied Rehabilitation	Yes	1	$65,000	1	$65,000			$130,000.00	$0.00	$130,000.00	2
1	Purchase Assistance with Rehab	Yes			1	$35,000			$35,000.00	$0.00	$35,000.00	1
2	Purchase Assistance without Rehab	No							$0.00	$0.00	$0.00	0
4	Demolition/Reconstruction	Yes			1	$82,500			$82,500.00	$0.00	$82,500.00	1
5	Disaster Assistance	Yes							$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		1		3		0		$247,500.00	$0.00	$247,500.00	4
Purchase Price Limits:			New	$ 230,000	Existing	$ 174,000						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
21	Rapid Re-Housing	No							$0.00	$0.00	$0.00	0
26	New Construction	Yes	2	$30,000	1	$15,000			$75,000.00	$0.00	$75,000.00	3
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		2		1		0		$75,000.00	$0.00	$75,000.00	3
	Administration Fees		$ 27,500		8%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 350,000	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		92.1%	OK
Homeownership % (65% requirement)		70.7%	OK
Rental Restriction (25%)		21.4%	OK
Very-Low Income (30% requirement)	$ 125,000	35.7%	OK
Low Income (30% requirement)	$ 182,500	52.1%	OK
Moderate Income	$ -	0.0%	

Exhibit D
67-37.005(1), F.A.C.
2023

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: DeSoto Board of County Commissioners

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

Sylvia Altman
Witness

Laura Benson
Witness

6/27/2023
Date

Judy Schaefer
Chief Elected Official or designee

Judy Schaefer, Chairman
Type Name and Title

DESOTO COUNTY RESOLUTION
NUMBER 2023-84

A RESOLUTION OF THE COUNTY COMMISSION OF DESOTO COUNTY FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIRMAN TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership ***(SHW)*** Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one-to-three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the *SHW* Act requires local governments to establish the maximum *SHW* funds allowable for each strategy; and

WHEREAS, the *SHW* Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase price used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section* 420.9075, F.S. It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined ins. 120.52(17), and are eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Social Services Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the County Commission finds that it is in the best interest of the public for the DeSoto County Board of County Commissioners to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

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

Section 1: The County Commissioners of DeSoto County Florida hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2023/2024, 2024/2025, 2025/2026.

Section 2: The Chairman, or County Administrator in his/her absence, is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption

PASSED AND ADOPTED THIS 27th DAY OF JUNE 2023.

DESOTO COUNTY BOARD OF
COUNTY COMMISSIONERS

Judy Schaefer

Judy Schaefer, Chairman

Mandy Hines

Mandy Hines
County Administrator

Approved as to form and legal sufficiency:

Donald D. Conn
County Attorney

DeSoto County

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2023-2024, 2024-2025, 2025-2026

Table of Contents

Description	**Page#**
Section I, **Program Details**	**3**
Section II, **Housing Strategies**	**3**
A. Owner-Occupied Rehabilitation	**6, 7**
B. Purchase Assistance with Rehab	**7, 8**
C. Purchase Assistance without Rehab	**8, 9**
D. Demolition/Reconstruction	**9, 10**
E. Homeless Rental Housing Development	**10, 11**
F. Rapid Re-housing Rental	**11, 12**
G. Emergency/Disaster	**12, 13**
Section III, Incentive Strategies	
A. Expedited Permitting	**13, 14**
B. Ongoing Review Process	**14**
C. Increased Densities, Zero-Lot-Line Development, Accessory Residential Units	**14**
Exhibits	
A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed or attested adopting resolution F. Ordinance: (If changed from the original creating ordinance) G. Interlocal Agreement	

I. **Program Details:**

A. LG(s)

Name of Local Government	DeSoto Board of County Commissioners
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of very low, low, and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government's comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2023-2024, 2024-2025, 2025-2026

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules, and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services, and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost-saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local matches to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face-to-face meetings with housing providers, social service providers and local lenders, and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. **Waiting List/Priorities**: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

1. 2022 Hurricane Disaster-related households
   a. Very low
   b. Low

2. Special Needs households
   a. Very low
   b. Low
3. Very low-Income households

4. Low-income households

5. Essential Services Personnel Households
   a. Very low
   b. Low

6. Moderate Income households

J. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling: Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling, and Transportation.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:	
U.S. Treasury Department	x
Local HFA Numbers	

M. Income Limits, Rent Limits, and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed

30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its incomefor housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if thefirst institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjustedfor bedroom size.

N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

0. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget: A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: *"The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined ins. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program incomefor administrative costs." The applicable local jurisdiction has adopted the abovefindings in the resolution attached as Exhibit E.*

Q. Program Administration: Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	Administer and Maintain	10%
Third Party Entity/Sub-recipient		

R. First-time Homebuyer Definition: For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with aformer spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

S. **Project Delivery Costs:** Up to 2% of the contracted SHIP award for Owner Occupied Rehabilitation and Demolition/Reconstruction will be added to the award and reflected in the mortgage or DPL.

T. Essential Service Personnel Definition (ESP): DeSoto County defines essential service personnel as, any household earning 120 percent area median income (AMI) or below and is employed in the education system, City or County government, medical and health services, or Public Safety/First Responders and skilled building trades.

U. Describe efforts to incorporate Green Building and Energy Saving products and processes: When economically feasible, will require low or no-VOC paint for all interior walls (low-VOC means 50 grams per liter or less for flat paint, 150 grams per liter or less for non-flat paint), low-flow water fixtures in bathrooms along with the following requirements Toilets: 1.6 gallon/flush or less, Faucets: 1.5 gallons/minute or less, Showerheads: 2.2 gallons/minute or less, Water Sense labeled products are preferred. EnStar-qualified refrigerator, Energy Star-qualified exhaust fans in all bathrooms, and Air conditioning minimum SEER of 14 is also preferred.

V. **Describe efforts to meet the 20% Special Needs set aside:** Special Needs is a priority in all DeSoto County strategies and the County will partner with social services agencies servicing the designated Special Needs populations to achieve the goal of the special needs set aside.

W. **Describe efforts to reduce homelessness:** The County has a Homeless Rental Housing Development Strategy and works with local homeless agencies servicing the designated homeless population to achieve the goal of reducing homelessness.

Section II. **LHAP Strategies:**

A. Owner-Occupied Rehabilitation	Code 3

a.	Summary: Funds will be awarded to households in need of repairs to correct code violations, health and safety issues, repair or replacement of septic systems, repairs to wells, electrical, plumbing, roofing, windows, and other structural items.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low, (up to 80% AMI)

d. Maximum award: $70,000.

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 30 year mortgage with the ability to re-income certify for an extension.
4. Forgiveness: 50% of the full award forgiven after 5 years.
5. Repayment: Paid in full at the end of the DPL term or if the loan is in default.
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: Sale, transfer, or conveyance of property; conversion to rental property; loss of homestead exemption status; failure to occupy the home as a primary residence; and foreclosure. If any of these occur, the outstanding balance will be due and payable. In cases where the qualifying homeowner(s) die(s) during the loan term, this agreement shall be considered satisfied, and will no longer constitute a lien against the property unless the home is transferred to another name or sold then lien must be paid in full. This strategy qualifies for a mortgage extension if the applicant continues to income qualify.An income-eligible heir may qualify to assume the lien. This strategy is eligible for a mortgage extension as long as the applicant income qualifies.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities as outlined in section 1 (I).

g. Sponsor Selection Criteria: N/A

h. Additional Information: Applicant must be current on any real property taxes owed to DeSoto County, and recipients may only receive assistance once every 10 years and no more than twice for the same property in a lifetime from the same funding source. Homeowners must have a homestead of the address for at least 12 months before the approval of the rehabilitation. There can be no liens or judgments on or against the property with the exception of a mortgage. Mobile homes are not eligible for this strategy.
Self-Help - This is a sub-strategy of Owner-Occupied Rehabilitation. Funds may be used for the acquisition of building materials for home repair and construction. This allows a homeowner to pull the permit for an **established volunteer organization that specializes in Disaster repair and rebuilding of homes for disaster recovery.** The funds would be paid directly to the vendor for building materials. **All building inspections and code requirements are required as in any other project.** The homeowner will be required to sign an affidavit acknowledging that there is no warranty for the work that a volunteer organization would be completing and that this sub-strategy is only at the request of the homeowner. The Self-Help sub-strategy is a grant and may not exceed $20,000 and only available during and immediately after a State declared emergency.

B. Purchase Assistance with Rehab Code 1

a. Summary: Funds will be awarded for the down payment and closing costs to households to purchase a newly constructed or existing home. A newly constructed home must have received a certificate of occupancy within the last twelve months. Assistance with rehab for an existing home must have at least

$2,500 in repairs in the past twelve months that were not SHIP funds.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: low and moderate

d. Maximum award: $20,000 for moderate income and $25,000 for low income.

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 30-year DPL
4. Forgivenes: Non forgivable.
5. Repayment: The loan is due and payable at the end of the 30-year DPL, eligible for extension.
6. Default: The loan will be determined to be in default if any of the following occurs; sale, transfer, or conveyance of property; conversion to rental property; loss of homestead exemption status; failure to occupy the home as a primary residence; or foreclosure. If any of these occur, the outstanding balance will be due and payable. If the homeowner dies, or if a married couple, the survivor dies the loan will be in default. However, the loan may be assumed by a SHIP-eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. This strategy is eligible for a mortgage extension as long as the applicant continues to income qualify.

f. Recipient/Tenant Selection Criteria: Applicants will be selected based on a first-qualified, first-served basis with the priorities as outlined in section 1 (I).

g. Sponsor Selection Criteria: N/A

h. Additional Information: Applicants must secure a first mortgage from an approved lender, must complete a HUD-approved home buyer education class, and have a valid contract for the home before applicants receive an application. The County has a list of online classes available to applicants. Applicants must make a minimum contribution of $1500 towards the purchase or closing costs. The cost of the homebuyer education class is included in the $1500 contribution. The purchase price for construction or the purchase of an existing home may not exceed $350,000.

Purchase Assistance without Rehab	Code 2

a. Summary: Funds will be awarded for the down payment and closing costs to households to purchase a newly constructed or existing home.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: low and moderate

d. Maximum award: $20,000 moderate income and $25,000 low income

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a loan secured by a recorded mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 30-year DPL
4. Forgiveness: Non-forgivable
5. Repayment: The loan is due and payable at the end of the 30-year DPL, eligible for extension.
6. Default: The loan will be determined to be in default if any of the following occurs; sale, transfer, or conveyance of property; conversion to rental property; loss of homestead exemption status; failure to occupy the home as a primary residence; or foreclosure. If any of these occur, the outstanding balance will be due and payable. If the homeowner dies, or if a married couple, the survivor dies the loan will be in default. However, the loan may be assumed by a SHIP-eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. This strategy is eligible for a mortgage extension as long as the applicant continues to income qualify.

f. Recipient/Tenant Selection Criteria: Applicants will be selected based on a first-qualified, first-served basis with the priorities as outlined in section 1 (I).

g. Sponsor Selection Criteria: N/A

h. Additional Information: Additional Information: Applicants must secure a first mortgage from an approved lender, must complete a home buyer education class, and have a valid contract for the home before applicants receive an application. The County has a list of online classes available to applicants. Applicants must make a minimum contribution of $1500 towards the purchase or closing costs. The cost of the homebuyer education class is included in the $1500 contribution. The purchase price for construction or the purchase of an existing home may not exceed $350,000.

B. Demolition/Reconstruction Code 4

a. Summary: Funds will be awarded for the demolition and reconstruction of existing owner-occupied single-family homes if the County finds that rehabilitation of the home would surpass 50% of the current value of the home.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low, (up to 80% AMI)

d. Maximum award:$ 200,000.

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 30-year DPL
4. Forgiveness: 50% of the award will be forgiven over 5 years
5. Repayment: 50% of award will be non-forgivable due in full at the end of the 30-year DPL term, and eligible for extension.
6. Default: The loan will be determined to be in default if any of the following occurs; sale, transfer, or conveyance of property; conversion to rental property; loss of homestead exemption status; failure to occupy the home as a primary residence; or foreclosure. If any of these occur, the outstanding balance will be due and payable. If the homeowner dies, or if a married couple, the survivor dies the loan will be in default. However, the loan may be assumed by a SHIP-eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. Eligible for mortgage extension as lons as applicant continues to income qualify.

f. Recipient/Tenant Selection Criteria: Applicants will be selected based on a first-qualified, first-served basis with the priorities as outlined in section 1 (I).

g. Sponsor Selection Criteria: N/A

h. Additional Information: Applicant must be current on any real property taxes owed to DeSoto County, and recipients may only receive this assistance strategy once in a lifetime from the same funding source. Homeowners must have a homestead of the address for at least 12 months prior to the approval of the rehabilitation. There can be no liens or judgments on or against the property with the exception of a first mortgage.
Self-Help - This is a sub-strategy of Owner-Occupied Rehabilitation. Funds may be used for the acquisition of building materials for home repair and construction. This allows a homeowner to pull the permit for an **established volunteer organization that specializes in Disaster repair and rebuilding of homes for disaster recovery.** The funds would be paid directly to the vendor for building materials. **All building inspections and code requirements are required as in any other project.** The homeowner will be required to sign an affidavit acknowledging that there is no warranty for the work that a volunteer organization would be completing and that this sub-strategy is only at the request of the homeowner. The Self-Help sub-strategy is a grant and may not exceed $20,000 and available only during and immediately after a State declared emergency.

C. Homeless Rental Housing Development Strategy | Code 14, 21

a. Summary: This strategy is designed to expand affordable rental housing opportunities for the homeless. Funds will be made available, through a competitive process, to non-profits for the development or acquisition, and rehabilitation of rental housing for the homeless. All acquisition, construction, and rehabilitation-related hard and soft costs are eligible.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low and low (up to 80% AMI)

d. Maximum award: $ 45,000 per unit.

e. Terms:
1. Repayment loan/deferred loan/grant: Deferred loan
2. Interest Rate: 0%
3. Years in loan term: 15 years
4. Forgiveness: The loan is forgiven on a prorated basis beginning in year six so that 10% of the loan is forgiven annually from years six through fifteen.
5. Repayment: None is required as long as the loan is in good standing.
6. Default: Transfer of ownership before the end of the term of affordability shall constitute default. Failure to maintain affordable rents shall constitute default. If the sponsor is found in default, the outstanding balance of the loan shall be due and payable.

f. Recipient/Tenant Selection Criteria: Recipients must be income-eligible families and deemed homeless as defined by HUD and published by the Florida Housing Finance Corporation. Rents will not exceed the limits as adjusted by the number of bedrooms.

g. Sponsor/Sub-recipient Selection Criteria: Available to IRS-approved non-profit developers of affordable rental housing.

h. Additional Information: All funding awards will be subject to closing on other funding sources. Developers will be required to meet compliance reporting on the development necessary to meet the statutory requirements.

D. Rapid Re-Housing | Code 26

a. Summary: Funds will be awarded to homeless residents in DeSoto County to obtain quality, safe, decent, and affordable rental housing. Funds will assist in the first and last month's rent and security deposits.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, and, low

d. Maximum award: $ 2,000.

e. Terms:
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/ A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Applicants must meet the definition of homeless as defined by F.S. 420.621. Applicants will be referred by a CoC lead or Social Services agency and will be assisted on a first-qualified,

first-served basis.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Applicants must show the ability to make monthly rental payments and the lease must be for twelve months. The rental unit must pass a home inspection from the County Building Department for health and safety. Rent must not exceed 30% of the applicant's monthly income before taxes (gross income).

E. Emergency/Disaster | Code 5

Summary: In times of disaster declaration by Executive Order of the President or the Governor, and for recovery of such disaster, unencumbered funds may be diverted to address emergency housing needs. All applicants whose health and safety have been affected by the declared disaster will take priority in all LHAP strategies, and funds may be used to pay homeowner's insurance deductibles to enable insured home repairs to be completed.

All disaster funds are subject to the prohibition of any duplication of benefits.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low, and moderate

d. Maximum award: $18,000 (VLI max $18,000, LI $15,000, and Mod $6,500.)

e. Terms:
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: In full if found in default
6. Default: Failure to use funds for the purposes they were allocated for.

f. Recipient/Tenant Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis. Funds will be paid directly to the insurance company, vendor, landlord, or Mortgage Company. Repairs are subject to all applicable permits, inspections, and other local, state, or federal codes, including flood plain regulations. All recipients must need assistance due to the declared disaster for disaster strategy. Disaster applications will be developed based on specific needs and shall detail the specific required documentation and/or certifications for each of the disaster strategy categories of assistance. An *emergency repair* is for any homeowner health and safety issue of the homesteaded home.

g. Sponsor Selection Criteria: N/A

h. Additional Information: All repairs must be done by a licensed contractor or established volunteer

organization that specializes in Disaster repair and rebuilding of homes for disaster recovery. Must be a DeSoto County resident. Emergency repair funds can be used for but are not limited to critical health and safety issues in the home such as septic, hot water heater, well pump, etc.

1. **Insurance Deductible:** Must provide insurance policy documents and claim information to determine the gap to perform insured repairs. Funds will be provided to the insurance company or contractor. Applicants must show proof that if they received insurance or FEMA funds those funds were expended before SHIP funds. The applicant may need to provide a release to enable the office to confirm details from the insured's policyholder when there is a question. Funds may only be used to make insured home repairs. Repairs must be done by a licensed contractor and the permit pulled. Income categories VLI, LI, and Moderate (up to 120% AMI)

2. **Temporary Relocation Assistance:** Applicant must provide proof of income and a copy of the lease agreement. Funds can be used for 1'1month, last month, and/or security deposit. Must provide proof of income and a copy of the lease agreement. Funds can be used for l't, last, or security. Must provide proof of current disaster-displaced DeSoto County residency. Income categories VLI and LI (up to 80% AMI)

3. **Emergency Repairs:** Life safety and code-related repairs to provide stable shelter and protect a home from further damage. The intent is not to rehabilitate or update a home but to make it safe and free from immediate hazards. Eligible repairs may include but are not limited to, roofing, electrical, mold remediation, well and/or septic system, and other repairs deemed necessary to provide safe and sanitary conditions. All repairs must be permitted and completed by a licensed contractor. Mobile homes built in 2015 or after are eligible for this strategy as long as the homeowner qualifies. A copy of the contract and permit may be required. Income categories VLI, LI and Mod (up to 120% AMI)

4. **Demolition of Uninhabitable Homesteaded Residence:** Applicant must show proof of home being deemed uninhabitable due to declared disaster. Must show proof of Homestead. Income categories VLI, LI, and Moderate (up to 120%AMI)

Temporary relocation assistance (VLI and LI Max award $10,000) Demolition of uninhabitable homesteaded residence due to declared disaster (VLI, LI and Moderate Max award up to $6,500.)

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B,** include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**

Permits as defined ins. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy: DeSoto County grants first priority in plan review and processing to expedite the issuance of permits to applicants for an affordable housing project. The application must be submitted complete along with the required fees. The applications are color coded for staff to quickly identify the application as an affordable housing application. The County Social Services department staff continually monitors the progress of the application for the continued expedited process.

B. Name of the Strategy: **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy: County staff continually monitors and reviews potential affordable housing impacts prior to passing policies, procedures, regulations, or ordinances that might contribute to increased costs for residential housing. The Planning Commission shall also review the established policies and procedures, ordinances, and development regulations and plan provisions to identify and eliminate any unnecessary impediments to affordable housing and make recommendations to the Board of County Commissioners.

C. Other Incentive Strategies Adopted: **Increased Densities** adopted on December 14, 2010. The allowance of flexibility in densities for affordable housing: Comprehensive Plan Future Land Use Element Policy 1.1.4 lists affordable housing as an item to give consideration for bonus density. A person would be able to review the County's Comprehensive Plan Future Land Use Element Policy at the County Planning and Zoning office located in the Administration Building. The land development regulations have been amended to reflect this process.

Zero Lot Line Development allowance of flexible lot configurations, including zero lot line developments for affordable housing. The land development regulation Section 3500; permits zero lot line developments for affordable housing.

Accessory Residential Units allowance of affordable accessory residential units in residential zoning districts. Land Development Regulation Section 8101 Accessory Dwelling Unity; permits these dwelling units as accessory uses if within single-family homes and provided they meet limited requirements, such as being designed to not interfere with the design and appearance of the principal structure as a single-family unit. Garage apartments are also allowed as permitted accessory dwelling units.

IV. EXHIBITS:

Required

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

Optional

F. Ordinance: (If changed from the original creating ordinance).

G. Interlocal Agreement (Required if applicable).

H. Other Documents Incorporated by Reference.

(Local Government name)

Fiscal Year: 2023-2024		
Estimated SHIP Funds for Fiscal Year:	$	409,546.00
Salaries and Benefits	$	38,650.00
Office Supplies and Equipment	$	160.00
Travel Per diem Workshops, etc.	$	1,500.00
Advertising	$	500.00
Other*	$	144.00
Total	$	40,954.00
Admin %		10.00%
		OK
Fiscal Year 2024-2025		
Estimated SHIP Funds for Fiscal Year:	$	350,000.00
Salaries and Benefits	$	26,000.00
Office Supplies and Equipment	$	-
Travel Per diem Workshops, etc.	$	1,300.00
Advertising	$	100.00
Other*	$	100.00
Total	$	27,500.00
Admin %		7.86%
		OK
Fiscal Year 2025-2026		
Estimated SHIP Funds for Fiscal Year:	$	350,000.00
Salaries and Benefits	$	26,000.00
Office Supplies and Equipment	$	-
Travel Per diem Workshops, etc.	$	1,300.00
Advertising	$	100.00
Other*	$	100.00
Total	$	27,500.00
Admin %		7.86%
		OK

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details: Year 2 and 3 Admin could change depending on allocation amount.

Exhibit B
Timeline for SHIP Expenditures

DeSoto County affirms that funds allocated for these fiscal years will meet the following deadlines:

Fiscal Year	Encumbered	Expended	Interim Report	Closeout Report
2023-2024	6/30/2025	6/30/2026	9/15/2025	9/15/2026
2024-2025	6/30/2026	6/30/2027	9/15/2026	9/15/2027
2025-2026	6/30/2027	6/30/2028	9/15/2027	9/15/2028

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2023-2024	3/30/2026	6/15/2026
2024-2025	3/30/2027	6/15/2027
2025-2026	3/30/2028	6/15/2028

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and cameka.gardner@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email cameka.gardner@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2023-2024

Name of Local Government:

Estimated Funds (Anticipated allocation only):			$ 409,546									
Code	Strategies / Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
3	Owner Occupied Rehabilitation	Yes	1	$65,000	1	$65,000			$130,000.00	$0.00	$130,000.00	2
1	Purchase Assistance with Rehab	Yes			1	$49,000			$49,000.00	$0.00	$49,000.00	1
2	Purchase Assistance without Rehab	No					1	$25,000	$0.00	$25,000.00	$25,000.00	1
4	Demolition/Reconstruction	Yes			1	$82,050			$82,050.00	$0.00	$82,050.00	1
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
5	Disaster Assistance	Yes			1	$6,542			$6,542.00	$0.00	$6,542.00	1
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		1		4		1		$267,592.00	$25,000.00	$292,592.00	6
Purchase Price Limits:			New	$ 230,000	Existing	$ 174,000						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
26	Rapid Re-Housing								$0.00	$0.00	$0.00	0
21	New Construction	Yes	2	$30,000	1	$15,000			$75,000.00	$0.00	$75,000.00	3
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		2		1		0		$75,000.00	$0.00	$75,000.00	3
	Administration Fees		$ 40,954		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 408,546	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		83.7%	OK
Homeownership % (65% requirement)		71.4%	OK
Rental Restriction (25%)		18.3%	OK
Very-Low Income (30% requirement)	$ 125,000	30.5%	OK
Low Income (30% requirement)	$ 202,592	49.5%	OK
Moderate Income	$ 25,000	6.1%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2024-2025

Name of Local Government:

Estimated Funds (Anticipated allocation only):			$ 350,000									
Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
3	Owner Occupied Rehabilitation	Yes	1	$65,000	1	$65,000			$130,000.00	$0.00	$130,000.00	2
1	Purchase Assistance with Rehab	Yes			1	$35,000	0	$0	$35,000.00	$0.00	$35,000.00	1
2	Purchase Assistance without Rehab	No							$0.00	$0.00	$0.00	0
4	Demolition/Reconstruction	Yes			1	$82,500			$82,500.00	$0.00	$82,500.00	1
5	Disaster Assistance	Yes							$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		1		3		0		$247,500.00	$0.00	$247,500.00	4
Purchase Price Limits:			New	$ 230,000	Existing	$ 174,000						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
26	Rapid Re-Housing	No							$0.00	$0.00	$0.00	0
21	New Construction	Yes	2	$30,000	1	$15,000			$75,000.00	$0.00	$75,000.00	3
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		2		1		0		$75,000.00	$0.00	$75,000.00	3
	Administration Fees		$ 27,500		8%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 350,000	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		92.1%	OK
Homeownership % (65% requirement)		70.7%	OK
Rental Restriction (25%)		21.4%	OK
Very-Low Income (30% requirement)		$ 125,000 35.7%	OK
Low Income (30% requirement)		$ 182,500 52.1%	OK
Moderate Income		$ - 0.0%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2025-2026

Name of Local Government:

Estimated Funds (Anticipated allocation only):			$ 350,000									
Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
3	Owner Occupied Rehabilitation	Yes	1	$65,000	1	$65,000			$130,000.00	$0.00	$130,000.00	2
1	Purchase Assistance with Rehab	Yes			1	$35,000			$35,000.00	$0.00	$35,000.00	1
2	Purchase Assistance without Rehab	No							$0.00	$0.00	$0.00	0
4	Demolition/Reconstruction	Yes			1	$82,500			$82,500.00	$0.00	$82,500.00	1
5	Disaster Assistance	Yes							$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		1		3		0		$247,500.00	$0.00	$247,500.00	4
Purchase Price Limits:			New	$ 230,000	Existing	$ 174,000						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
21	Rapid Re-Housing	No							$0.00	$0.00	$0.00	0
26	New Construction	Yes	2	$30,000	1	$15,000			$75,000.00	$0.00	$75,000.00	3
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		2		1		0		$75,000.00	$0.00	$75,000.00	3
	Administration Fees		$ 27,500		8%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 350,000	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		92.1%	OK
Homeownership % (65% requirement)		70.7%	OK
Rental Restriction (25%)		21.4%	OK
Very-Low Income (30% requirement)	$ 125,000	35.7%	OK
Low Income (30% requirement)	$ 182,500	52.1%	OK
Moderate Income	$ -	0.0%	

Exhibit D
67-37.005(1), F.A.C.
2023

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: DeSoto Board of County Commissioners

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

Sylvia Altman
Witness

Laura Benson
Witness

6/27/2023
Date

Judy Schaefer
Chief Elected Official or designee

Judy Schaefer, Chairman
Type Name and Title

DESOTO COUNTY RESOLUTION
NUMBER 2023-84

A RESOLUTION OF THE COUNTY COMMISSION OF DESOTO COUNTY FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIRMAN TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership ***(SHW)*** Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one-to-three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the *SHW* Act requires local governments to establish the maximum *SHW* funds allowable for each strategy; and

WHEREAS, the *SHW* Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase price used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section* 420.9075, F.S. It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined ins. 120.52(17), and are eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Social Services Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the County Commission finds that it is in the best interest of the public for the DeSoto County Board of County Commissioners to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

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

Section 1: The County Commissioners of DeSoto County Florida hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2023/2024, 2024/2025, 2025/2026.

Section 2: The Chairman, or County Administrator in his/her absence, is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption

PASSED AND ADOPTED THIS 27th DAY OF JUNE 2023.

DESOTO COUNTY BOARD OF
COUNTY COMMISSIONERS

Judy Schaefer

Judy Schaefer, Chairman

Mandy Hines

Mandy Hines
County Administrator

Approved as to form and legal sufficiency:

Donald D. Conn
County Attorney

DeSoto County

12/16/2025

Item #: 14.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 3:00 pm
☐ Public Hearing Purchase

DEPARTMENT: Landfill
SUBMITTED BY: **Cindy Talamantez**
PRESENTED BY: **Jeff Phipps**

TITLE & DESCRIPTION:
Replacement of Landfill truck weigh scale

REQUESTED MOTION:
Approve the contract with Controls and Weighing systems for the purchase of a digital truck scale for replacement of the landfill scale.

SUMMARY:
Replacement of Landfill truck weigh scale

BACKGROUND:
The DeSoto County Landfill relies on a single truck scale to accurately determine the weight of all garbage entering the facility. These measurements are essential for calculating and reporting tonnage, as well as for long-term planning purposes, including estimating the remaining lifespan of the landfill cells.
The existing scale was installed in 1998 and has experienced significant wear over its 27 years of continuous operation. Over the years, the system has been struck by lightning multiple times, resulting in repeated failures of the photocells required for proper calibration and accurate weight readings. The physical condition of the scale has also deteriorated, and although replacement has been identified in the County's CIP, staff believed it could be postponed and therefore did not allocate funds in the current fiscal year.
Recently, staff observed that when vehicles pull onto the scale, portions of the structure are beginning to buckle. This raises serious concerns regarding the accuracy of weight measurements and presents a safety risk to employees and to vehicles entering the landfill. Because the landfill depends on a single scale, any failure would cause immediate operational disruption.
Due to the cost of the replacement, a formal bid was issued. One company, Controls and Weighing Systems of Tampa, submitted a response. Their representatives physically inspected the site and confirmed that their proposal includes removal of the existing

outgoing scale and installation of the new equipment. They have assured us the work can be completed in a single day, minimizing interruption to landfill traffic.
The new scale is estimated to be available within approximately 15 weeks. Installation will be scheduled in coordination with DeSoto County Landfill staff to ensure the least possible operational impact.

FUNDS:
Budget Amount: **$102,750 by Amendment**
Actual Agenda Item Cost: **$102,750**
Account Number: **400-42305346400000**
Explanation: **Budget Amendment to follow**

AGREEMENT BETWEEN DESOTO COUNTY, FLORIDA AND CONTROLS & WEIGHING SYSTEMS, INC. ITB 26-09-00

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered as of the date signed by the last Party below (the "Effective Date") by and between **DESOTO COUNTY**, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 201 E. Oak Street, Second Floor, Arcadia, Florida 34266, and **CONTROLS & WEIGHING SYSTEMS, INC.,** a Florida Profit Corporation authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose address is 205 N. Falkenburg Road, Tampa, Florida 33619 and Federal Employer I.D. # is 59-1588191.

RECITALS

WHEREAS, the County is in need of a contractor to remove the existing landfill weigh scale, complete all necessary demolition, site preparation, electrical and permitting work, and the furnishing, installation, and activation of a new landfill scale ("Services"); and

WHEREAS, pursuant to the DeSoto County Purchasing Policy, the County issued Invitation to Bid 26-09-00 (the "ITB") to competitively procure the Services and received responses to perform these Services, a copy of the solicitation and Contractor's responsive to the procurement is included as Attachment "A"; and

WHEREAS, Contractor is a validly existing and insured entity with the necessary experience and capability to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of One Hundred Two Thousand Seven Hundred Fifty Dollars ($102,750.00) as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" – Solicitation 26-09-00 Invitation to Bid and Contractor's Response;
Attachment "B" – Insurance Requirements;
Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;
Attachment "D" – Scrutinized Companies Certification;
Attachment "E" – Anti-Human Trafficking Affidavit
Attachment "F" – Countries of Foreign Concern Affidavit

2. Services. Contractor agrees to perform the services as specifically set forth in the "Scope of Services" set forth in the ITB. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term. The initial term of this Agreement shall begin on the Effective Date, and shall continue for a period of one (1) year, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be extended upon mutual written agreement of the parties.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount not to exceed One Hundred Two Thousand Seven Hundred Fifty Dollars ($102,750.00) as more particularly set forth in Contractor's proposal attached as Attachment "A".

a. Contractor shall submit invoices to the County in accordance with the below payment schedule. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement. There are no reimbursable expenses associated with this Agreement.

c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth below:

    i. Deposit. A deposit equal to fifty percent (50%) of the total compensation following execution of this Agreement.
    ii. Final Payment. The remaining fifty percent (50%) of the total Compensation shall be due and payable upon the Contractor's successful completion of the Services, and the County's written acceptance of all Services and deliverables required under this Agreement.

If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number

assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor seven (7) days to cure such default. If the default remains uncured after seven (7) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s))

shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.

ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.

c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Warranty of Work/Services.

A. The Contractor shall warrant the labor performed for a minimum period of one (1) year from the date the Services are complete. This warranty shall be in addition to whatever rights the COUNTY may have under state or federal law. The CONTRACTOR's obligation under this warranty shall be at its own cost and expense, to promptly repair or replace (including cost of removal and installation), that item (or part or component thereof) which proves defective or fails to comply with the Contract within the warranty period such that it complies with the Contract.

B. CONTRACTOR warrants to the COUNTY that all materials and equipment furnished under this Contract will be new unless otherwise specified and will be of good quality, free from faults and defects and in conformance with the Contract. All equipment and materials not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by COUNTY or its designee, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within this Contract.

C. CONTRACTOR shall provide to the COUNTY or its designee all manufacturers' warranties. All warranties, expressed and/or implied, shall be given to the COUNTY for all material and equipment covered by this Contract. All material and

equipment furnished shall be fully guaranteed by the CONTRACTOR against factory defects and workmanship. At no expense to the COUNTY, the CONTRACTOR shall correct any and all apparent and latent defects that are required under state or federal law.

9. Defective Work

A. The COUNTY or its designee shall have the authority to reject or disapprove work which is found to be defective. If defective work is found, CONTRACTOR shall promptly either correct all defective work or remove such defective work and replace it with non-defective work. CONTRACTOR shall bear all direct and indirect costs of such removal or corrections including cost of testing laboratories and personnel.

B. Should CONTRACTOR fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of this Contract within the time indicated in writing by the COUNTY Administrator or its designee, the COUNTY shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at CONTRACTOR's expense. Any expense incurred by the COUNTY in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to CONTRACTOR. In the event of failure of CONTRACTOR to make all necessary repairs promptly and fully, which is not cured in the cure period, the COUNTY may declare CONTRACTOR in default.

C. If, within one (1) year after the date of completion of Services or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract documents, or by any specific provision(s) of this Contract, any of the work is found to be defective or not in accordance with this Contract, CONTRACTOR, after receipt of written notice from the COUNTY or its designee, shall promptly correct such defective or nonconforming work within the time specified by the COUNTY without cost to the COUNTY. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which CONTRACTOR might have under this Contract including but not limited to any claim regarding latent defects.

D. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the COUNTY to final acceptance.

E. Where the COUNTY or its designee becomes aware of faults, defects or non-conformity in any of the work provided under this Contract or with the work being performed by the CONTRACTOR, the COUNTY or its designee shall issue a Notice to Cure to the CONTRACTOR for correction. In no event shall the failure of the COUNTY or its designee to bring to the attention of the CONTRACTOR of such faults act as a waiver or release the CONTRACTOR from responsibility or liability for such fault, defect or non-conforming work.

10. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the 12th Judicial Circuit in and for DeSoto County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

11. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Chapter 119, Florida Statutes. Contractor must comply with the public records laws, Chapter 119, Florida Statues. specifically Contractor must:

a. Keep and maintain public records required by the County to perform the service.

b. Upon request from the County's custodian of public records, 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 in chapter 119 Florida Statutes 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 records to the County.

d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency 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 the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records,

in a format that is compatible with the information technology systems of the public agency.

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 863-993-4800, S.ALTMAN@DESOTOBOCC.COM, 201 E. OAK STREET, ARCADIA, FLORIDA 34266.

12. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

13. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	DeSoto County c/o County Administrator 201 East Oak Street, Suite 201 Arcadia, FL	**With a copy to:** DeSoto County c/o County Attorney 201 East Oak Street, Suite 201 Arcadia, FL
If to the Contractor:	Controls and Weighing Systems 205 N. Falkenburg Road Tampa, Florida 33619 Toddcwscales@outlook.com	

14. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

15. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

16. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

17. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment “C”.

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

    1. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

    2. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

18. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

19. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered

or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

20. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

21. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the 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.

22. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS ($10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

23. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement.

Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

24. Required State Provisions

a. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars ($1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018. Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

b. United States-Produced Iron and Steel. Pursuant to Section 255.0993, Florida Statutes, unless waived by the County, any iron or steel product permanently incorporated into the Project must be produced in the United States. The following are exempt from this requirement: (i) small amounts of foreign steel and iron that are incidental or ancillary to the primary product, are not separately identified in the project specifications, and the cost of which does not exceed 1/10th of the total contract cost or $2,500, whichever is greater; and (ii) electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical

system, necessary for operation or concealment, except transmission and distribution poles.

c. Human Trafficking. As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of the Contractor must attest under the penalty of perjury that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit is set forth in Attachment "E".

d. Countries of Foreign Concern. Pursuant to Section 287.138, Florida Statutes, the County cannot knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if the entity is owned, controlled, organized, or operating in a foreign country of concern, which include 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, and any contracting entity that may be given access to an individual's personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is not owned by the government of a foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of nor have its principal place of business in a foreign country of concern. The required affidavit, which must be signed by a duly authorized officer or representative of Contractor, is attached hereto as Attachment "F".

25. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended, or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

27. <u>Representation of Authority to Contractor/Signatory</u>. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last written below.

WITNESS:

_____

_____
Print Name

CONTROLS & WEIGHING SYSTEMS, INC.

_____
Signature

_____
Print Name/Title

Date: _____

ATTEST:

_____

DESOTO COUNTY, FLORIDA

By: _____

Date: _____

Attachment "A"

Attachment "B"
Insurance Requirements

The Contractor shall provide and maintain such Commercial (Occurrence Form) or Comprehensive General Liability, Professional Liability, Workers Compensation and other insurance as is appropriate for the services being performed hereunder by Contractor, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:

WORKERS' COMPENSATION:
Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of $500,000 each accident, $500,000 each employee, $500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:
Contractor shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than $500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x. c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at $100,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:
Contractor shall maintain automobile liability insurance with a limit of not less than $1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

EVIDENCE OF INSURANCE:

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits as described above, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the County as a named, additional insured, as well as furnishing the County with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Contract. Said insurance coverage(s) procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any

other insurance, or self-insurance, available to the County, and that any other insurance, or self-insurance available to the County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the County before the commencement of any work activities.

The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract. All the policies of insurance so required of Contractor, except workers compensation insurance, shall be endorsed to include as additional insures; the County, its officers, employees and agents.

Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the County, licensed to do business in the State of Florida and with a resident agent designated for the services of process. All insurers shall have an “A” policyholder’s rating and a financial rating of at least Class IX in accordance with the most current Best’s rating. Contractor shall provide the County with financial information concerning any self-insurance funds insuring Contractor. At the County’s option, a Best’s rating or Self-Insurance Fund financial information may be waived

Attachment "C"

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 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 USC § 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, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 et seq).

Attachment "D"
Scrutinized Contractors Certificate

Attachment "E"
ANTI-HUMAN TRAFFICKING AFFIDAVIT

Attachment "F"
FOREIGN COUNTRY OF CONCERN AFFIDAVIT

DeSoto County

12/16/2025

Item #: 15.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 3:00 pm
☐ Public Hearing Other

DEPARTMENT: Public Safety
SUBMITTED BY: **Cindy Talamantez**
PRESENTED BY: **Chad Jorgensen**

TITLE & DESCRIPTION:
Certificate of Public Convenience and Necessity (COPCN) Designation

REQUESTED MOTION:
Authorize Aloha Medical Services to operate in DeSoto County as the Certificate of Public Convenience and Necessity (COPCN) Designee

SUMMARY:
COPCN Designation

BACKGROUND:
On December 31, 2025, the County's active Certificate of Public Convenience and Necessity (COPCN) is scheduled to expire. Pursuant to Section 401.25(7), Florida Statutes, and Chapter 64J, Florida Administrative Code, the County is responsible for designating a provider authorized to operate within its jurisdiction and for establishing the standards and regulations governing the issuance of COPCNs for basic and/or advanced life support medical transportation services for in-county and out-of-county emergency and non-emergency transports.
Staff opened the application process and received submissions from four companies. The applications varied in their proposed service coverage, ranging from fully remote operational models to providers offering continuous 24/7 in-county coverage. After a thorough evaluation of each applicant's qualifications, capabilities, and proposed level of service, recommends Aloha Medical Services receive the COPCN designation as the private provider of basic and advanced life support medical transportation services for both emergency and non-emergency transports within DeSoto County.

FUNDS:
Budget Amount: **No monetary request**
Actual Agenda Item Cost: **No monetary request**

Account Number: **No monetary request**
Explanation: **N/A**

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2025 - ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, GRANTING A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO ALOHA MEDICAL SERVICES FOR NON-EMERGENCY TRANSPORTATION SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Aloha Medical Services is desirous of providing non-emergency transport of DeSoto County patients to out of county destinations, and submitted an application, which application is on file with the County; and

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

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

WHEREAS, there has been demonstrated that there is a need for this non-emergency, out-of-county ambulance service to operate in this County to provide essential services to the citizens of this County; and

WHEREAS, the above ambulance service has indicated that it will comply with all the requirements of the Florida Emergency and Non-Emergency Medical Services Act; and

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

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

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

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

Section 2. That a Certificate of Public Convenience and Necessity represented by this Resolution be and hereby is issued to Aloha Medical Services, a Florida corporation whose principal address is 2549 Commerce Ct. Bowling Green , Florida 33834, for a period of three (3) years commencing on January 1, 2026 and ending on December 31, 2028 (the "Initial Term"), unless the state license issued to Aloha Medical Services expires or is otherwise revoked or suspended. Further, the Certificate of Public Convenience and Necessity provided for herein may be subject to one (1) year renewals at the end of the Initial Term, for a maximum of three (3) one-year extensions at the sole discretion of the County.

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

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

b. That the DeSoto County Fire Rescue may request emergency assistance from Aloha Medical Services should such assistance be deemed necessary by the DeSoto County Fire Rescue.

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

d. That Aloha Medical Services shall not solicit DeSoto County Fire Rescue patients/clients.

e. That any modification to the rates submitted by Aloha Medical Services in its application shall be subject to review and approval by Resolution of the Board of County Commissioners prior to implementation of any modifications.

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

g. That this certificate of Public Convenience and Necessity shall not be construed by any party as establishing a contractual relationship for services between the DeSoto County Board of County Commissioners and Aloha Medical Services.

h. That Aloha Medical Services shall provide services as set forth in Exhibit A.

i. Suspension or Revocation.

   i. The certificate may be suspended or revoked if the board of county commissioners finds that one or more of the following conditions exist:

      1. Aloha Medical Services has failed or refused to provide full and satisfactory service to the area covered by the certificate and in accordance with this certificate, Exhibit A, and the application;

      2. The certificate was obtained by an application in which any material fact was intentionally omitted or falsely stated;

      3. Aloha Medical Services has failed to correct deficiencies in the operations permitted by his certificate, including but not limited to personnel and vehicle requirements, following reasonable notice to correct such deficiencies;

      4. Aloha Medical Services has failed to comply with F.S. Ch. 401, Chapter 64-E, Florida Administrative Code, or any other applicable federal, state or local law or rule or regulation.

ii. Prior to suspension or revocation under this subsection, Aloha Medical Services shall be notified in writing of the alleged deficiencies or grounds for suspension or revocation, and, where appropriate, a reasonable time to correct any deficiencies shall be provided. If the conditions have not been corrected within the time provided, the certificate may be temporarily suspended by the board of county commissioners, pending a hearing to determine whether indefinite suspension or revocation of the certificate is warranted.

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

PASSED AND ADOPTED this 16th day of December 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

_____
Mandy Hines
COUNTY ADMINISTRATOR

By:_____
Steve Hickox
CHAIRMAN

APPROVED as to form and legal sufficiency:

_____
Valerie Vicente
COUNTY ATTORNEY

Aloha Medical Services
2549 Commerce Ct.
Bowling Green, FL 33834

December 2, 2025

Dear Desoto County,

If selected to be a COPCN holder, Aloha Medical Services will staff an ALS ambulance at the Desoto county fire station around the clock 24/7.

Our trucks are staffed with a Paramedic and an EMT and are capable of any level of service from non-medical to CCT with a ventilator. If our ambulance is held up with a call and other needs of the county arise, we will dispatch our next available unit into Desoto as a backup.

During the event of a disaster, it is our priority to ensure the county and its residents have all needs fulfilled. You will not only have your dedicated 24-hour unit, but with your request we will assign additional resources to cover stations, shelters, assisted living facilities, the hospital, or any other needs that may arise.

We have our private and contracted billing rates, but to better blend and service the county we are also willing to adopt Desoto County rates into the COPCN to accommodate the expenses of the residents within the community and will be the same across the board.

We look forward to supporting Desoto County with medical transportation needs and I want to thank you in advance for your consideration.

Sincerely,

Matthew Lizotte
Director of Operations

Aloha Medical Services
2549 Commerce Ct.
Bowling Green, FL 33834

Contracted Facility Rates 2025

Medicare Fee Schedule- 2025		
Zip Code	LOS/HCPCS	Rate
Highlands/ Sebring		
33872	MILEAGE- A0425	$9.15
33872	ALS/A0426	$327.13
33872	BLS/A0428	$272.61
33872	CCT/A0434	$885.98
Highlands/ Lake Placid		
33852	MILEAGE- A0425	$9.15
33852	ALS/A0426	$327.13
33852	BLS/A0428	$272.61
33852	CCT/A0434	$885.98
Hardee/ Wauchula		
33873	MILEAGE- A0425	$9.24
33873	ALS/A0426	$330.34
33873	BLS/A0428	$275.28
33873	CCT/A0434	$894.66
Desoto/ Arcadia		
34266	MILEAGE- A0425	$9.24
34266	ALS/A0426	$330.34
34266	BLS/A0428	$275.28
34266	CCT/A0434	$894.66

Aloha Medical Services
2549 Commerce Ct.
Bowling Green, FL 33834

Desoto County/ 911 Rate Sheet

HCPCS	DESCRIPTION	RATE
A0427	ALS EMERGENCEY	$725.97
A0427	ALS EMERGENCY/MDCD	$213.37
A0433	ALS 2 EMERGENCY	$825.00
A0433	ALS 2 EMERGENCY/MDCD	$280.74
A0998	ALS TREAT/ NO TRANSPORT	$50.00
A0998	ALS TREAT/NO TRANSPORT/MDCD	$0.00
A0429	BLS EMERGENCY	$525.00
A0429	BLS EMERGENCY/MDCD	$152.73
A0998	BLS TREAT/ NO TRANSPORT	$50.00
A0998	BLS TREAT/ NO TRANSPORT/MDCD	$0.00
A0429QL	MEDICARE RESPONSE/TREAT/MDCR	$0.00
A0429QL	MEDICARE RESPONSE/TREA/MDCD	$0.00
A0434	SCT/ALS EMERGENCY	$331.28
A0434	SCT	$975.00
A0425	MILEAGE	$18.95
A0425	MILEAGE/MDCD	$0.00

DeSoto County

12/16/2025

Item #: 16.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 3:00 pm
☐ Public Hearing Choose an item.

DEPARTMENT: Administrative Services
SUBMITTED BY: **Elicia Taylor, Accounts Payable Technician**
PRESENTED BY: **Peter Danao, Finance Director**

TITLE & DESCRIPTION:
Accounts and Warrants Drawn Per Schedule of Bills Payable.

REQUESTED MOTION:
To approve accounts and warrants drawn according to Schedule(s) of Bills Payable November 18, 2025-December 08, 2025.

SUMMARY:
Click or tap here to enter text.

BACKGROUND:
Checks and Warrants as follows: Truist Banks Consolidated Fund, Wire Transfers, Bank Drafts, Payroll Fund, and Check #315695-315890; Payroll Clearing Fund wire drafts; Local Housing-SHIP Fund Check #001808-001809; Utilities Capital Fund drafts #N/A; Flexible Spending Account Check #004912 Indigent Health Care Check #007046, 007059; DCVOL #N/A.

FUNDS:
Budget Amount: **N/A**
Actual Agenda Item: **N/A**
Cost: **N/A**
Account Number: **N/A**
Explanation: **N/A**

VENDOR SET: 01 Desoto County
BANK: * ALL BANKS
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	11/20/2025			315770		
C-CHECK	VOID CHECK	V	11/20/2025			315771		
C-CHECK	VOID CHECK	V	11/20/2025			315772		
C-CHECK	VOID CHECK	V	11/20/2025			315773		
C-CHECK	VOID CHECK	V	11/20/2025			315777		
C-CHECK	VOID CHECK	V	12/04/2025			315888		

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	6	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	6	0.00	0.00	0.00
BANK: * TOTALS:	6	0.00	0.00	0.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5728		SUNCOAST BEVERAGE SALES, LLLP							
	I-7191133	5491	D	11/24/2025	1,020.49		004910		1,020.49
0378		WOMACK SANITATION, INC.							
	I-0000097072	1124	E	11/21/2025	185.00		007023		
	I-0000097096	1186	E	11/21/2025	22.30		007023		207.30
0681		CHANNEL INNOVATIONS CORP							
	I-CI3793	85395504-01	E	11/21/2025	7.90		007024		
	I-CI3795	85395504-03	E	11/21/2025	815.66		007024		823.56
1839		CALLAGHAN TIRE							
	I-1584752	431	E	11/21/2025	1,507.08		007025		1,507.08
3547		MYAKKA HEATING & COOLING							
	I-26126	FACILITIES	E	11/21/2025	849.00		007026		
	I-26132	FACILITIES	E	11/21/2025	5,750.00		007026		6,599.00
4636		JANTECH SERVICES, INC							
	I-079834	10679	R	11/21/2025	2,900.00		007027		2,900.00
5319		AMAZON CAPITAL SERVICES INC.							
	I-13GT7MKN4VG4	A2QZQZIX4LDSB5	E	11/21/2025	124.17		007028		
	I-14XLPWDW1XPK	A2QZQZ1X4LDSB5	E	11/21/2025	116.18		007028		
	I-17NPWP3F3JDW	A2QZQZIX4LDSB5	E	11/21/2025	18.08		007028		
	I-1DTN41D143JM	A2QZQZIX4LDSB5	E	11/21/2025	111.54		007028		
	I-1FLTY74634DM	A2QZQZIX4LDSB5	E	11/21/2025	187.08		007028		
	I-1G6D6PVG3TRP	A2QZQZIX4LDSB5	E	11/21/2025	324.23		007028		
	I-1JXWCJDK1MK6	A2QZQZIX4LDSB5	E	11/21/2025	1,156.92		007028		
	I-1KFFMFC336QR	A2QZQZIX4LDSB5	E	11/21/2025	39.99		007028		
	I-1KFFMFC33HV9	A2QZQZIX4LDSB5	E	11/21/2025	18.98		007028		
	I-1KYDPQCX31GX	A2QZQZIX4LDSB5	E	11/21/2025	108.10		007028		
	I-1L6NL9NX67NF	A2QZQZIX4LDSB5	E	11/21/2025	159.91		007028		
	I-1T61KR7P4V7V	A2QZQZIX4LDSB5	E	11/21/2025	98.97		007028		
	I-1YH6PWRV3TTY	A2QZQZIX4LDSB5	E	11/21/2025	86.81		007028		2,550.96
5378		THE SOUTHERN GROUP OF FLORIDA,							
	I-TLH53304	NOVEMBER 2025	E	11/21/2025	3,000.00		007029		3,000.00
5657		TK ELEVATOR CORPORATION							
	I-1	216813	E	11/21/2025	2,670.00		007030		2,670.00
5821		GREAT SOUTHERN EQUIPMENT, LLC							
	I-02044335	A10083	E	11/21/2025	950.59		007031		
	I-02044377	A10083	E	11/21/2025	233.22		007031		1,183.81

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4184		DIGITECH COMPUTER, INC							
	I-618000972	10075	E	11/21/2025	5,753.79		007032		
	I-618001173	10075	E	11/21/2025	4,853.78		007032		10,607.57
1774		EVERGLADES EQUIPMENT GROUP							
	I-E15705	DESOT029	E	11/21/2025	12,964.94		007033		
	I-P0756767	DESOT029	E	11/21/2025	31.02		007033		12,995.96
0333		PEACE RIVER/MANASOTA							
	I-SI000051	UTILITIES	E	11/21/2025	88,573.00		007034		
	I-SI000057	UTILITIES	E	11/21/2025	108,150.51		007034		196,723.51
4927		ROGERS PETROLEUM							
	I-1209026	DCFACIL-CL	E	11/21/2025	48.21		007035		
	I-1209139	DCFACIL-CL	E	11/21/2025	62.23		007035		
	I-1209488	DCFACIL-CL	E	11/21/2025	61.35		007035		
	I-1210525	DCFACIL-CL	E	11/21/2025	74.59		007035		
	I-1211106	DCFACIL-CL	E	11/21/2025	50.69		007035		297.07
4930		ROGERS PETROLEUM							
	I-1210226	DCEMERG-CL	E	11/21/2025	61.66		007036		61.66
4932		ROGERS PETROLEUM							
	I-1208972	DCPARK-CL	E	11/21/2025	16.74		007037		
	I-1209140	DCPARK-CL	E	11/21/2025	143.52		007037		
	I-1209382	DCPARK-CL	E	11/21/2025	103.92		007037		
	I-1209489	DCPARK-CL	E	11/21/2025	40.74		007037		
	I-1210431	DCPARK-CL	E	11/21/2025	105.69		007037		
	I-1210526	DCPARK-CL	E	11/21/2025	32.11		007037		442.72
4933		ROGERS PETROLEUM							
	I-1209281	DCENVIR-CL	E	11/21/2025	357.29		007038		
	I-1210524	DCENVIR-CL	E	11/21/2025	118.04		007038		475.33
4941		ROGERS PETROLEUM							
	I-1211105	DCENGIN-CL	E	11/21/2025	53.47		007039		53.47
4942		ROGERS PETROLEUM							
	I-1209282	DCPUBAD-CL	E	11/21/2025	37.79		007040		
	I-1209283	DCFIRE-CL	E	11/21/2025	19.75		007040		
	I-1209383	DCEMS-CL	E	11/21/2025	61.23		007040		
	I-1209384	DCFIRE-CL	E	11/21/2025	126.25		007040		
	I-1209490	DCPUBAD-CL	E	11/21/2025	80.53		007040		
	I-1209491	DCEMS-CL	E	11/21/2025	132.38		007040		
	I-1209492	DCFIRE-CL	E	11/21/2025	125.04		007040		
	I-1209517	DCEMS-CL	E	11/21/2025	63.87		007040		
	I-1209518	DCFIRE-CL	E	11/21/2025	142.75		007040		
	I-1209536	DCEMS-CL	E	11/21/2025	89.97		007040		

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-1209537	DCFIRE-CL	E	11/21/2025	60.98		007040		
	I-1210227	DCPUBAD-CL	E	11/21/2025	115.27		007040		
	I-1210228	DCFIRE-CL	E	11/21/2025	55.05		007040		
	I-1210341	DCEMS-CL	E	11/21/2025	44.20		007040		
	I-1210342	DCFIRE-CL	E	11/21/2025	84.69		007040		1,239.75
6154		SUSAN D. POOLEY							
	I-202511192219	BUDGET DRAW	E	11/21/2025	71,931.23		007041		71,931.23
0106		TYLER TECHNOLOGIES, INC. -							
	C-025531664	42803	E	11/21/2025	2,774.85CR		007042		
	C-025531665	42803	E	11/21/2025	3,117.93CR		007042		
	I-025524803	42803	E	11/21/2025	48,871.11		007042		42,978.33
3931		VTECH							
	I-59310	NOVEMBER 2025	E	11/21/2025	280.35		007043		
	I-59661	DECEMBER 2025	E	11/21/2025	510.00		007043		
	I-59662	DECEMBER 2025	E	11/21/2025	450.00		007043		
	I-59663	DECEMBER 2025	E	11/21/2025	9,527.00		007043		
	I-59664	DECEMBER 2025	E	11/21/2025	1,481.35		007043		
	I-59665	DECEMBER 2025	E	11/21/2025	280.35		007043		12,529.05
4236		THE WEILER ENGINEERING CORPOR							
	I-3397	DES008-0628350-25013223	E	11/21/2025	3,376.25		007044		
	I-3401	25052.005	E	11/21/2025	17,665.34		007044		21,041.59
6101		SEMCO CONSTRUCTION, INC							
	I-13	240125	E	11/21/2025	8,582.87		007045		
	I-14RETAINAGE	240125	E	11/21/2025	147,741.61		007045		
	I-2A	250110	E	11/21/2025	136,361.54		007045		
	I-3RETAINAGE	250110	E	11/21/2025	12,704.10		007045		305,390.12
4630		LAMAN FIELD MAINTENANCE, LLC							
	I-1074	NOVEMBER 2025	E	11/28/2025	1,650.00		007047		1,650.00
5319		AMAZON CAPITAL SERVICES INC.							
	I-1K7VXKY14CVW	A2QZQZIX4LDSB5	E	11/28/2025	75.32		007048		75.32
5694		GREEN STREET ASSOCIATES, LLC							
	I-202511242230	10/1-10/31/25	E	11/28/2025	21,281.85		007049		21,281.85
4429		SHARRON REINHOLD							
	I-112025-INSURANCE	INSURANCE REIMBURSEMENT	E	11/28/2025	67.00		007050		67.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5065		JAMES F. POTTER, SHERIFF							
	I-202511242233	BUDGET AMENDEMENT	E	11/28/2025	57,089.00		007051		
	I-202511242234	DECEMBER BUDGET DRAW	E	11/28/2025	1,626,489.49		007051		1,683,578.49
4924		ROGERS PETROLEUM							
	I-1209385	DCTRAN-CL	E	11/28/2025	1,225.63		007052		
	I-1210229	DCTRAN-CL	E	11/28/2025	203.51		007052		
	I-1210435	DCTRAN-CL	E	11/28/2025	567.99		007052		
	I-1210530	DCTRAN-CL	E	11/28/2025	983.33		007052		
	I-1211110	DCTRAN-CL	E	11/28/2025	863.58		007052		
	I-1211203	DCTRAN-CL	E	11/28/2025	396.85		007052		
	I-1211296	DCTRAN-CL	E	11/28/2025	712.96		007052		
	I-1211431	DCTRAN-CL	E	11/28/2025	938.19		007052		
	I-1211483	DCTRAN-CL	E	11/28/2025	189.19		007052		6,081.23
4926		ROGERS PETROLEUM							
	I-1211458	DCTURN-CL	E	11/28/2025	62.68		007053		62.68
4929		ROGERS PETROLEUM							
	I-1210523	DCDEVEL-CL	E	11/28/2025	49.95		007054		
	I-1211104	DCDEVEL-CL	E	11/28/2025	42.36		007054		
	I-1211199	DCDEVEL-CL	E	11/28/2025	55.37		007054		147.68
4934		ROGERS PETROLEUM							
	I-1211292	DCCODE-CL	E	11/28/2025	27.13		007055		27.13
4942		ROGERS PETROLEUM							
	I-1210432	DCPUBAD-CL	E	11/28/2025	115.33		007056		
	I-1210433	DCEMS-CL	E	11/28/2025	36.73		007056		
	I-1210434	DCFIRE-CL	E	11/28/2025	17.23		007056		
	I-1210527	DCPUBAD-CL	E	11/28/2025	50.30		007056		
	I-1210528	DCEMS-CL	E	11/28/2025	108.56		007056		
	I-1210529	DCFIRE-CL	E	11/28/2025	87.47		007056		
	I-1210624	DCPUBAD-CL	E	11/28/2025	42.27		007056		
	I-1210625	DCEMS-CL	E	11/28/2025	22.52		007056		
	I-1210626	DCFIRE-CL	E	11/28/2025	202.91		007056		
	I-1210652	DCEMS-CL	E	11/28/2025	81.98		007056		
	I-1210653	DCFIRE-CL	E	11/28/2025	145.03		007056		
	I-1210666	DCEMS-CL	E	11/28/2025	57.14		007056		
	I-1210667	DCFIRE-CL	E	11/28/2025	167.90		007056		
	I-1211107	DCPUBAD-CL	E	11/28/2025	56.57		007056		
	I-1211108	DCEMS-CL	E	11/28/2025	53.41		007056		
	I-1211109	DCFIRE-CL	E	11/28/2025	120.37		007056		
	I-1211200	DCPUBAD-CL	E	11/28/2025	93.17		007056		
	I-1211201	DCEMS-CL	E	11/28/2025	48.05		007056		
	I-1211202	DCFIRE-CL	E	11/28/2025	32.13		007056		1,539.07

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0378		WOMACK SANITATION, INC.							
	I-0000097677	1365	E	12/05/2025	764.00		007060		
	I-0000097690	1721	E	12/05/2025	370.00		007060		
	I-0000097690A	1721	E	12/05/2025	400.00		007060		
	I-0000097707	2159	E	12/05/2025	261.00		007060		1,795.00
1298		FLORIDA DEPARTMENT OF							
	I-2L1437	AH2-7183	E	12/05/2025	61.82		007061		
	I-2L1476	AJ7-14231	E	12/05/2025	30.08		007061		
	I-2L1477	AJ7-4975	E	12/05/2025	4,965.81		007061		
	I-2L1478	AJ7-3522	E	12/05/2025	91.71		007061		
	I-2L1479	AJ7-9570357	E	12/05/2025	149.00		007061		5,298.42
1445		STAPLES ADVANTAGE							
	I-6048449889	396428	E	12/05/2025	273.82		007062		273.82
1839		CALLAGHAN TIRE							
	I-1585532	431	E	12/05/2025	107.87		007063		107.87
3931		VTECH							
	I-59751	AGREEMENT	E	12/05/2025	312.65		007064		
	I-CAWI38498	CAWQ38498	E	12/05/2025	2,313.36		007064		2,626.01
4061		RAPID SYSTEMS, INC.							
	I-661979	LANDFILL	E	12/05/2025	123.95		007065		
	I-661980	PSD	E	12/05/2025	98.00		007065		221.95
4984		NEXAIR, LLC							
	I-0014003430	P4778	E	12/05/2025	289.10		007066		289.10
5319		AMAZON CAPITAL SERVICES INC.							
	C-1XFH6W6F66W6	A2QZQZIX4LDSB5	E	12/05/2025	7.21CR		007067		
	I-14QXYM4T619G	A2QZQZIX4LDSB5	E	12/05/2025	90.03		007067		
	I-16TTQ6DHR6FL	A2QZQZ1X4LDSB5	E	12/05/2025	149.96		007067		
	I-16YXPHMWTMTD	A2QZQZIX4LDSB5	E	12/05/2025	36.32		007067		
	I-16YXPHMWXM6H	A2QZQZIX4LDSB5	E	12/05/2025	14.24		007067		
	I-1991W9RLXKV9	A2QZQZIX4LDSB5	E	12/05/2025	33.78		007067		
	I-1D3Q6TMT41XV	A2QZQZ1X4LDSB5	E	12/05/2025	86.90		007067		
	I-1DTDWT4P4614	A2QZQZIX4LDSB5	E	12/05/2025	84.99		007067		
	I-1KM9X4PX4M9P	A2QZQZIX4LDSB5	E	12/05/2025	84.56		007067		
	I-1LWJ4HQW3QP6	A2QZQZIX4LDSB5	E	12/05/2025	846.68		007067		
	I-1M11H1YC1RHT	A2QZQZIX4LDSB5	E	12/05/2025	14.42		007067		
	I-1QGR61CV31XC	A2QZQZ1X4LDSB5	E	12/05/2025	89.98		007067		
	I-1RLW96DM3TMJ	A1QZQZIX4LDSB5	E	12/05/2025	255.99		007067		
	I-1RMVG4V43WFY	A1QZQZIX4LDSB5	E	12/05/2025	20.89		007067		
	I-1TNC3R643PG1	A2QZQZIX4LDSB5	E	12/05/2025	421.42		007067		
	I-1WFKKRQM4QGK	A2QZQZIX4LDSB5	E	12/05/2025	19.45		007067		
	I-1XFH6W6F46RJ	A2QZQZIX4LDSB5	E	12/05/2025	23.99		007067		

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-1YH6PWRV3CDL	A2QZQZ1X4LDSB5	E	12/05/2025	67.90		007067		
	I-1YJDMJCR3DQ4	A2QZQZIX4LDSB5	E	12/05/2025	1,234.40		007067		
	I-1YRHPRNH3WHJ	A2QZQZ1X4LDSB5	E	12/05/2025	103.74		007067		
	I-1YYRLMXQ419J	A2QZQZIX4LDSB5	E	12/05/2025	27.45		007067		3,699.88
4187		EXCAVATION POINT, INC							
	I-00088333	25-13-00ITB	E	12/05/2025	40,510.38		007068		40,510.38
6164		DEBRA WERTZ							
	I-202512022241	DECEMBER BUDGET DRAW	E	12/05/2025	43,657.62		007069		43,657.62
6009		IN-PIPE TECHNOLOGY LLC							
	I-3042	UTILITIES	E	12/05/2025	10,500.00		007070		10,500.00
3254		JOHNSON ENGINEERING, LLC							
	I-7515	20247120-001	E	12/05/2025	9,166.86		007071		
	I-7516	20247120-002	E	12/05/2025	4,828.00		007071		13,994.86
5382		PUBLIC RISK INS. AGENCY							
	I-22930245	602834	E	12/05/2025	179,579.75		007074		179,579.75
4924		ROGERS PETROLEUM							
	I-1211808	DCTRAN-CL	E	12/05/2025	784.50		007075		
	I-1211927	DCTRAN-CL	E	12/05/2025	168.94		007075		
	I-1212045	DCTRAN-CL	E	12/05/2025	587.34		007075		
	I-1212062	DCTRAN-CL	E	12/05/2025	62.96		007075		
	I-1212804	DCTRAN-CL	E	12/05/2025	718.36		007075		
	I-1212910	DCTRAN-CL	E	12/05/2025	881.46		007075		3,203.56
4927		ROGERS PETROLEUM							
	I-1211293	DCFACIL-CL	E	12/05/2025	49.99		007076		
	I-1211426	DCFACIL-CL	E	12/05/2025	52.04		007076		102.03
4929		ROGERS PETROLEUM							
	I-1211425	DCDEVEL-CL	E	12/05/2025	42.17		007077		
	I-1212040	DCDEVEL-CL	E	12/05/2025	43.48		007077		
	I-1212906	DCDEVEL-CL	E	12/05/2025	48.46		007077		134.11
4931		ROGERS PETROLEUM							
	I-1212560	DCWAT-CAL	E	12/05/2025	984.29		007078		
	I-1212561	DCWAST-CL	E	12/05/2025	996.73		007078		1,981.02
4932		ROGERS PETROLEUM							
	I-1210651	DCPARK-CL	E	12/05/2025	16.75		007079		
	I-1211427	DCPARK-CL	E	12/05/2025	207.95		007079		
	I-1211455	DCPARK-CL	E	12/05/2025	29.68		007079		
	I-1211923	DCPARK-CL	E	12/05/2025	60.68		007079		
	I-1212041	DCPARK-CL	E	12/05/2025	133.66		007079		448.72

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4933		ROGERS PETROLEUM							
	I-1212799	DCENVIR-CL	E	12/05/2025	328.01		007080		328.01
4934		ROGERS PETROLEUM							
	I-1211454	DCCODE-CL	E	12/05/2025	31.43		007081		
	I-1212905	DCCODE-CL	E	12/05/2025	32.14		007081		63.57
4942		ROGERS PETROLEUM							
	I-1211294	DCPUBAD-CL	E	12/05/2025	37.82		007082		
	I-1211295	DCFIRE-CL	E	12/05/2025	127.78		007082		
	I-1211428	DCPUBAD-CL	E	12/05/2025	97.82		007082		
	I-1211429	DCEMS-CL	E	12/05/2025	92.03		007082		
	I-1211430	DCFIRE-CL	E	12/05/2025	186.45		007082		
	I-1211456	DCEMS-CL	E	12/05/2025	27.32		007082		
	I-1211457	DCFIRE-CL	E	12/05/2025	92.33		007082		
	I-1211481	DCEMS-CL	E	12/05/2025	55.35		007082		
	I-1211482	DCFIRE-CL	E	12/05/2025	74.35		007082		
	I-1211503	DCFIRE-CL	E	12/05/2025	110.71		007082		
	I-1211805	DCPUBAD-CL	E	12/05/2025	57.13		007082		
	I-1211806	DCEMS-CL	E	12/05/2025	36.83		007082		
	I-1211807	DCFIRE-CL	E	12/05/2025	59.10		007082		
	I-1211925	DCEMS-CL	E	12/05/2025	28.44		007082		
	I-1211926	DCFIRE-CL	E	12/05/2025	156.45		007082		
	I-1212042	DCPUBAD-CL	E	12/05/2025	173.64		007082		
	I-1212043	DCEMS-CL	E	12/05/2025	43.41		007082		
	I-1212044	DCFIRE-CL	E	12/05/2025	95.94		007082		
	I-1212060	DCEMS-CL	E	12/05/2025	29.33		007082		
	I-1212061	DCFIRE-CL	E	12/05/2025	70.70		007082		
	I-RP10021483	5128	E	12/05/2025	986.22		007082		
	I-RP10021484	5128	E	12/05/2025	352.73		007082		2,991.88
6154		SUSAN D. POOLEY							
	I-202512032246	2025-02	E	12/05/2025	118,195.66		007083		118,195.66
1		Rosa Vilchis							
	I-202506061440	VILCHIS CAT TRAP	V	6/12/2025	20.00		314197		20.00
1		Rosa Vilchis UNPOST							
	M-CHECK	Rosa Vilchis UNPOST	V	12/02/2025			314197		20.00CR
5988		A & D RECYCLING LLC							
	I-14309	10387	R	11/20/2025	125.00		315698		125.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5811		AC DISASTER CONSULTING, LLC							
	I-02059	DESOTO COUNTY BOCC	R	11/20/2025	8,317.50		315699		8,317.50
5488		ADVANCED LIFT STATION SERVICES							
	I-12114	LANDFILL	R	11/20/2025	1,190.00		315700		1,190.00
0493		AJAX PAVING INDUSTRIES							
	I-298499	20145	R	11/20/2025	882.55		315701		882.55
2317		BOUND TREE MEDICAL. LLC							
	I-85983573	108367	R	11/20/2025	252.44		315702		
	I-85990148	108367	R	11/20/2025	246.99		315702		499.43
3848		CENTURYLINK							
	I-202511182203	466944438	R	11/20/2025	101.04		315703		
	I-202511192207	446067989	R	11/20/2025	146.04		315703		
	I-202511192212	311573058	R	11/20/2025	356.68		315703		603.76
5655		CHARLOTTE COUNTY BOARD OF COUN							
	I-FY2526001OCT25	LANDFILL	R	11/20/2025	3,908.70		315704		3,908.70
3635		CINTAS CORPORATION NO.2							
	I-4248494900	24030035	R	11/20/2025	35.00		315705		
	I-4249246605	24030035	R	11/20/2025	35.00		315705		
	I-4249246677	24060156	R	11/20/2025	246.85		315705		
	I-4249377025	24049758	R	11/20/2025	59.40		315705		
	I-4249377025A	TC CINTAS UNIFORM	R	11/20/2025	15.21		315705		
	I-4249993660	24030035	R	11/20/2025	35.00		315705		
	I-4249993736	24060156	R	11/20/2025	246.85		315705		
	I-4250172987	24049758	R	11/20/2025	59.40		315705		
	I-8407892970	24030035	R	11/20/2025	7.53		315705		740.24
0084		CITY OF ARCADIA,							
	I-202511172194	0000967576-002899644	R	11/20/2025	293.56		315706		
	I-202511172197	0000967582-002899704	R	11/20/2025	97.18		315706		
	I-202511172198	0000967583-002899714	R	11/20/2025	188.29		315706		
	I-202511172200	0000963380-002857684	R	11/20/2025	444.49		315706		
	I-202511172201	0000963382-002857704	R	11/20/2025	899.53		315706		
	I-202511192205	0000967581-002899694	R	11/20/2025	195.81		315706		
	I-202511192213	0000967584-002899724	R	11/20/2025	1,491.72		315706		
	I-202511192214	0000967579-002899674	R	11/20/2025	705.98		315706		
	I-202511192215	0000967580-002899684	R	11/20/2025	2,423.44		315706		
	I-202511192216	0000967577-002899654	R	11/20/2025	2,395.07		315706		9,135.07

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5802		CIVICPLUS, LLC							
	I-344755	SUBSCRIPTION	R	11/20/2025	2,092.60		315707		2,092.60
3976		COMCAST							
	I-25556045-939776438	NOV 25 PAYMENT	R	11/20/2025	1,610.00		315708		1,610.00
4612		COMCAST COMMUNICATIONS							
	I-202511172195	8535 10 064 0066556	R	11/20/2025	72.00		315709		72.00
6278		CONNIE L. COLLINS PLLC							
	I-BOCCSPM2510	SPECIAL MASTERS HEARINGS	R	11/20/2025	1,840.00		315710		
	I-genvab2509	VAB	R	11/20/2025	2,090.00		315710		3,930.00
4745		COPY LIFE INC.							
	I-AR114017	DC12	R	11/20/2025	50.71		315711		
	I-AR114499	DC03	R	11/20/2025	103.22		315711		
	I-AR114682	CF1046	R	11/20/2025	134.00		315711		287.93
4850		DESOTO AGRICULTURE &							
	I-157914	2813	R	11/20/2025	863.37		315712		
	I-157915	2813	R	11/20/2025	166.84		315712		
	I-15927	2813	R	11/20/2025	67.08		315712		1,097.29
1153		DESOTO AUTOMOTIVE INC							
	I-157886	2825	R	11/20/2025	130.00		315713		130.00
4528		DESOTO COUNTY TEEN COURT							
	I-202511172196	OCTOBER 25	R	11/20/2025	1,059.01		315714		1,059.01
1158		DESOTO SIGN CO							
	I-7341	PLANNING	R	11/20/2025	292.00		315715		292.00
5875		DETECTION INSTRUMENTS CORPORAT							
	I-120562320	4321	R	11/20/2025	2,528.23		315716		2,528.23
5431		EVOQUA WATER TECHNOLOGIES LLC							
	I-907283743	1069199	R	11/20/2025	2,064.00		315717		2,064.00
0306		FENDER AUTO PARTS INC							
	I-068703	166	R	11/20/2025	239.80		315718		
	I-068964	168	R	11/20/2025	23.98		315718		263.78
6092		FETTERS KEEP CREATING							
	I-0526	PSD	R	11/20/2025	623.56		315719		623.56

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0314		FLORIDA POWER & LIGHT							
	I-202511192208	11605-87398	R	11/20/2025	2,585.46		315720		
	I-202511192209	04834-12011	R	11/20/2025	1,080.27		315720		3,665.73
2132		GALE GROUP, INC							
	I-20025790	100302291	R	11/20/2025	1,575.43		315721		
	I-999101640411	100302291	R	11/20/2025	74.22		315721		
	I-999101641879	100302291	R	11/20/2025	78.72		315721		
	I-999101641880	100302291	R	11/20/2025	62.97		315721		
	I-999101649011	100302291	R	11/20/2025	49.48		315721		
	I-999101649013	100302291	R	11/20/2025	81.96		315721		
	I-999101656822	100302291	R	11/20/2025	37.48		315721		1,960.26
5360		GALLS, LLC							
	I-0033069082	4234797	R	11/20/2025	205.29		315722		
	I-033044461	4234797	R	11/20/2025	137.91		315722		
	I-033100519	4234797	R	11/20/2025	7.99		315722		351.19
5401		GOGOVAPPS, INC							
	I-25489	10/1/25-9/30/26	R	11/20/2025	5,160.00		315723		
	I-25540	10/1/2025-9/30/2026	R	11/20/2025	3,000.00		315723		8,160.00
4900		HAWKINS, INC							
	I-7242319	292984	R	11/20/2025	1,544.40		315724		
	I-7248063	292984	R	11/20/2025	2,610.40		315724		
	I-7248065	292984	R	11/20/2025	1,336.50		315724		
	I-7253674	292984	R	11/20/2025	1,247.40		315724		6,738.70
6089		HD SUPPLY PSD							
	I-899736573	1885197	R	11/20/2025	134.36		315725		134.36
1		HUMANA							
	I-202511182204	H72881045	R	11/20/2025	526.04		315726		526.04
6125		HYATT SURVEY SERVICES, INC							
	I-10953	24-2905	R	11/20/2025	8,125.00		315727		8,125.00
1		JANELLY CASTILLO							
	I-202511192217	CASTILLO DEPO	R	11/20/2025	500.00		315728		500.00
3468		JONES EDMUNDS & ASSOCIATES, IN							
	I-0257491	04185-003-01	R	11/20/2025	1,457.70		315729		1,457.70

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1565		JONES SUPPLY A.I. S&S INC							
	I-INV25726	EXTENSION	R	11/20/2025	88.00		315730		88.00
4864		LEAF							
	I-19331649-4333359	100-4333359-005	R	11/20/2025	158.32		315731		158.32
4864		LEAF							
	I-19332386	100-6795111-001	R	11/20/2025	144.28		315732		144.28
6110		LEVEL 3 COMMUNICATIONS, LLC							
	I-760053067	5-C1KDK1RG	R	11/20/2025	2,779.16		315733		
	I-760053067A	5-C1KDK1RG	R	11/20/2025	750.99		315733		
	I-760053067AA	5-C1KDK1RG	R	11/20/2025	649.11		315733		4,179.26
3904		LIBERTY TIRE RECYCLING, LLC							
	I-3097553	33330	R	11/20/2025	2,420.00		315734		2,420.00
4881		MAIN GATE ENTERPRISES, INC							
	I-36916	LANDFILL	R	11/20/2025	225.00		315735		225.00
5397		MID-STATE GARAGE DOOR & SERV,							
	I-9876543617	PSD	R	11/20/2025	350.00		315736		350.00
6301		MILES PARTNERSHIP, LLP							
	I-120864	TURNER CENTER	R	11/20/2025	2,835.00		315737		2,835.00
5766		ODP BUSINESS SOLUTIONS, LLC							
	C-441099722001	27272349	R	11/20/2025	213.66CR		315738		
	I-438903308001	27272349	R	11/20/2025	213.66		315738		
	I-442503489001	27272349	R	11/20/2025	3.18		315738		3.18
3324		PEACE RIVER SHOPPER							
	I-227803	EMERGENCY MANAGEMENT	R	11/20/2025	174.00		315739		174.00
4026		POLLARDWATER.COM							
	I-WW078166	10983	R	11/20/2025	678.00		315740		678.00
6081		PRECISE PAINTING & PRESSURE CL							
	I-1260	UTILITIES	R	11/20/2025	4,800.00		315741		4,800.00
3683		RESOURCE EFFICIENCY SOLUTIONS							
	I-4865	PARKS	R	11/20/2025	2,725.00		315742		2,725.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1		RHONDA ONDIS							
	I-202511172202	DD REFUND- ONDIS	R	11/20/2025	75.00		315743		75.00
6218		ROSE CAFE							
	I-000544	STAFF APPRECIATION DAY	R	11/20/2025	3,500.00		315744		3,500.00
3789		RYAN'S CLEANING SERVICE.INC							
	I-INV1180	OCTOBER 2025	R	11/20/2025	800.00		315745		800.00
2950		SAFEGUARD SECURITY,INC							
	I-078208	1991	R	11/20/2025	432.00		315746		
	I-078663	2525	R	11/20/2025	290.00		315746		722.00
1803		SAFETY PRODUCTS INC							
	I-2025099964	DES36	R	11/20/2025	63.32		315747		63.32
5626		SAMSARA NETWORKS INC.							
	I-310519554439391	FLEET PROGRAM	R	11/20/2025	30,283.50		315748		30,283.50
5376		SANDERS LABORATORIES, INC.							
	I-85354	DESOTO WWTP	R	11/20/2025	173.00		315749		
	I-86000	DESOTO CORRECTIONAL WTP	R	11/20/2025	72.00		315749		
	I-86036	DESOTO LAKE SUZY WTP	R	11/20/2025	48.00		315749		
	I-86038	DESOTO COUNTY PUBLIC WORKS	R	11/20/2025	36.00		315749		
	I-86173	DESOTO WWTP	R	11/20/2025	282.00		315749		
	I-86225	DESOTO COUNTY PUBLIC WATER SYS	R	11/20/2025	60.00		315749		
	I-86265	DESOTO CORRECTIONAL WTP	R	11/20/2025	84.00		315749		755.00
0299		SARASOTA COUNTY BOARD OF CO. C							
	I-111925-17/18	DIST 12 MED EXAMINER FY 2026	R	11/20/2025	178,512.00		315750		178,512.00
1		SHAUNIE ROGERS							
	I-202511192206	PARKS- DD REFUN	R	11/20/2025	75.00		315751		75.00
2809		SHERWIN-WILLIAMS CO.							
	I-97806	4202-4789-2	R	11/20/2025	79.99		315752		
	I-98234	4202-4789-2	R	11/20/2025	64.95		315752		144.94
0259		SMITH'S RANCH & GARDEN							
	I-103912	5142224	R	11/20/2025	5.97		315753		
	I-104629	5142224	R	11/20/2025	16.96		315753		
	I-107616	5142224	R	11/20/2025	317.98		315753		340.91

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2940		SOUTHERN OXYGEN & WELDING SUPP							
	I-552941	DC4842	R	11/20/2025	238.35		315754		
	I-553148	DC4842	R	11/20/2025	80.05		315754		
	I-553345	DC4842	R	11/20/2025	90.51		315754		
	I-553544	DC4842	R	11/20/2025	185.70		315754		
	I-554510	DC4842	R	11/20/2025	80.40		315754		675.01
5424		STEWART SIGNS							
	I-250717	3145774	R	11/20/2025	410.44		315755		410.44
1464		SUN STATE INT'L TRUCKS,LLC							
	I-X40018159301	10600	R	11/20/2025	176.16		315756		176.16
4777		THE LAKE DOCTORS, INC							
	I-313193B	721713	R	11/20/2025	137.00		315757		137.00
0697		THE SUN							
	I-3967075	101305	R	11/20/2025	32.89		315758		32.89
0697		THE SUN							
	I-3967076	101305	R	11/20/2025	40.04		315759		40.04
0697		THE SUN							
	I-3969598	101305	R	11/20/2025	35.75		315760		35.75
0697		THE SUN							
	I-3969872	101305	R	11/20/2025	50.05		315761		50.05
0697		THE SUN							
	I-3970644	101305	R	11/20/2025	50.05		315762		50.05
0697		THE SUN							
	I-3973549	379254	R	11/20/2025	726.00		315763		726.00
0697		THE SUN							
	I-3974730	379254	R	11/20/2025	290.40		315764		290.40
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5036452434	450-0112216-007	R	11/20/2025	540.40		315765		540.40
5144		TROPIC SUPPLY, INC							
	I-790048700	1318825	R	11/20/2025	77.15		315766		77.15

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6275		TWC SERVICES, INC.							
	I-76162891	334700	R	11/20/2025	253.00		315767		253.00
4314		UNITED HEALTHCARE INSURANCE CO							
	I-202511192210	1245	R	11/20/2025	26,246.98		315768		26,246.98
3708		VERIZON WIRELESS							
	I-6124246662	322824883-00001	R	11/20/2025	4,528.18		315769		
	I-6126733717	322824883-00001	R	11/20/2025	4,956.14		315769		9,484.32
5025		VISION ACE HARDWARE, LLC							
	I-401814	920174	R	11/20/2025	26.43		315774		
	I-402027	920174	R	11/20/2025	29.58		315774		
	I-402088	920174	R	11/20/2025	50.97		315774		106.98
5026		VISION ACE HARDWARE, LLC							
	I-401786	920175	R	11/20/2025	135.21		315775		
	I-402012	920175	R	11/20/2025	76.25		315775		211.46
5027		VISION ACE HARDWARE, LLC							
	I-401608	920161	R	11/20/2025	46.96		315776		
	I-401683	920161	R	11/20/2025	69.97		315776		
	I-401721	920161	R	11/20/2025	5.94		315776		
	I-401769	920161	R	11/20/2025	16.99		315776		
	I-401781	920161	R	11/20/2025	49.41		315776		
	I-401793	920161	R	11/20/2025	17.99		315776		
	I-401840	920161	R	11/20/2025	33.44		315776		
	I-401951	920161	R	11/20/2025	38.15		315776		
	I-401976	920161	R	11/20/2025	32.77		315776		
	I-401979	920161	R	11/20/2025	7.99		315776		
	I-402008	920161	R	11/20/2025	22.98		315776		
	I-402084	920161	R	11/20/2025	25.98		315776		
	I-402093	920161	R	11/20/2025	18.99		315776		387.56
5028		VISION ACE HARDWARE, LLC							
	I-401617	920171	R	11/20/2025	74.57		315778		
	I-401670	920171	R	11/20/2025	36.99		315778		111.56
5030		VISION ACE HARDWARE, LLC.							
	I-401943	920165	R	11/20/2025	68.75		315779		68.75
5400		VOIANCE LANGUAGE SERVICES, LLC							
	I-2025072165	669621	R	11/20/2025	25.00		315780		25.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6020		ZAMORAS LAWN & LANDSCAPE LLC							
	I-CI3582	ACCT#452	R	11/20/2025	580.00		315781		
	I-CI3582A	ACCT#452	R	11/20/2025	120.00		315781		
	I-CI3582B	ACCT#452	R	11/20/2025	1,160.00		315781		
	I-CI3582C	ACCT#452	R	11/20/2025	520.00		315781		2,380.00
0408		ALERT PLUMBING SERVICE SPECIAL							
	I-805	PARKS	R	11/24/2025	259.00		315783		
	I-843	PARKS	R	11/24/2025	148.00		315783		407.00
5654		AUTO ZONE STORES, INC							
	I-01088239917	11356068	R	11/24/2025	22.04		315784		
	I-01088240229	11356068	R	11/24/2025	24.71		315784		46.75
4752		BEST LINE OIL COMPANY							
	I-603263	1894	R	11/24/2025	405.00		315785		405.00
3635		CINTAS CORPORATION NO.2							
	I-4250172987A	TC CINTAS	R	11/24/2025	15.21		315786		15.21
4612		COMCAST COMMUNICATIONS							
	I-202511242232	8535 10 063 0102411	R	11/24/2025	164.95		315787		164.95
1104		COX PEST CONTROL INC							
	I-339179	117755	R	11/24/2025	65.00		315788		
	I-339180	117756	R	11/24/2025	40.00		315788		105.00
4850		DESOTO AGRICULTURE &							
	I-157924	2825	R	11/24/2025	120.36		315789		120.36
4528		DESOTO COUNTY TEEN COURT							
	I-202511242231	SEPTEMBER 2025	R	11/24/2025	1,106.11		315790		1,106.11
0701		DESOTO MACHINE & REPAIR, LLC							
	I-1264	ROAD & BRIDGE	R	11/24/2025	23.46		315791		23.46
3959		DESOTO SHIRT AND HAT							
	I-11734	UTILTIES	R	11/24/2025	280.00		315792		280.00
6127		EVERGLADES EQUIPMENT GROUP							
	I-P0749778	DESOT007	R	11/24/2025	317.64		315793		
	I-P0757631	DESOT007	R	11/24/2025	416.39		315793		
	I-P0762895	DESOT007	R	11/24/2025	18.60		315793		752.63

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0306		FENDER AUTO PARTS INC							
	I-068408	168	R	11/24/2025	690.00		315794		
	I-069502	168	R	11/24/2025	15.30		315794		705.30
0389		FL DEPT OF AGRICULTURE							
	I-F67009	2025/2026 AGREEMENT	R	11/24/2025	23,901.71		315795		23,901.71
0300		FLEETPRIDE							
	I-130353567	124600	R	11/24/2025	239.97		315796		239.97
5360		GALLS, LLC							
	I-033139812	4234797	R	11/24/2025	179.62		315797		179.62
6074		KINGS III EMERGENCY COMMUNICTI							
	I-3243831	91686	R	11/24/2025	432.50		315798		432.50
4427		LIBBY BROWN							
	I-112025-REIMB	INSURANCE REIMBURSEMENT	R	11/24/2025	25.10		315799		25.10
5432		MARLIN BUSINESS BANK							
	I-41199165-1800045	ACCT# 1800045	R	11/24/2025	743.37		315800		743.37
5397		MID-STATE GARAGE DOOR & SERV,							
	I-98765433011	PSD	R	11/24/2025	475.00		315801		
	I-9876543360	PSD	R	11/24/2025	1,010.00		315801		1,485.00
4898		NADIA DAUGHTREY, CLERK OF COUR							
	I-202511242229	RECORDING FEES	R	11/24/2025	235.00		315802		235.00
5739		NAPA AUTO PARTS							
	I-068826	167	R	11/24/2025	82.79		315803		82.79
5006		O'REILLY AUTO PARTS							
	I-5069187775	2192285	R	11/24/2025	43.14		315804		43.14
5766		ODP BUSINESS SOLUTIONS, LLC							
	I-446944006001	27272349	R	11/24/2025	137.98		315805		137.98
1182		OTHER SIDE SOD CO.. LLC							
	I-87632	ROAD & BRIDGE	R	11/24/2025	126.00		315806		126.00
1744		RAY NEWBERRY DRILLING							
	I-425162	LANDFILL	R	11/24/2025	250.00		315807		
	I-42841	LANDFILL	R	11/24/2025	1,500.00		315807		1,750.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4909		SANCHEZ MACHINE SHOP, LLC							
	I-6549	PSD	R	11/24/2025	200.00		315808		200.00
5376		SANDERS LABORATORIES, INC.							
	I-86385	DESOTO WWTP	R	11/24/2025	83.00		315809		83.00
0259		SMITH'S RANCH & GARDEN							
	I-105709	5142224	R	11/24/2025	99.74		315810		99.74
5038		SOUTHERN GLAZER'S WINE AND SPI							
	I-4668256	1500818	R	11/24/2025	785.47		315811		785.47
2940		SOUTHERN OXYGEN & WELDING SUPP							
	I-554298	DC4842	R	11/24/2025	111.78		315812		111.78
5780		SPARKLY SUNSHINE CLEANING SERV							
	I-00043	LANDFILL	R	11/24/2025	80.00		315813		80.00
2981		STRYKER SALES CORP							
	I-10949963	1092939	R	11/24/2025	30,135.60		315814		30,135.60
1464		SUN STATE INT'L TRUCKS,LLC							
	I-R40003029001	10600	R	11/24/2025	5,295.81		315815		5,295.81
0310		TEN-8 FIRE EQUIPMENT INC							
	I-1310088071	C00269	R	11/24/2025	2,300.00		315816		2,300.00
4801		TROPIC EQUIPMENT RENTALS, INC							
	I-124848	10788	R	11/24/2025	478.00		315817		478.00
5025		VISION ACE HARDWARE, LLC							
	I-402157	920174	R	11/24/2025	27.98		315818		
	I-402161	920174	R	11/24/2025	14.68		315818		42.66
5028		VISION ACE HARDWARE, LLC							
	I-401828	920171	R	11/24/2025	25.98		315819		
	I-401891	920171	R	11/24/2025	80.53		315819		
	I-401982	920171	R	11/24/2025	71.18		315819		
	I-402004	920171	R	11/24/2025	11.18		315819		188.87
5030		VISION ACE HARDWARE, LLC.							
	I-402013	920165	R	11/24/2025	682.98		315820		
	I-402132	920165	R	11/24/2025	22.99		315820		
	I-402135	920165	R	11/24/2025	17.17		315820		
	I-402136	920165	R	11/24/2025	9.99		315820		
	I-402174	920165	R	11/24/2025	83.98		315820		
	I-402196	920165	R	11/24/2025	1,157.50		315820		
	I-402216	920165	R	11/24/2025	76.01		315820		2,050.62

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6020		ZAMORAS LAWN & LANDSCAPE LLC							
	I-CI3581-454	MOWING ADMIN BUILDING, ETC	R	11/24/2025	2,762.50		315821		
	I-CI3583-453	MOWING COURTHOUSE	R	11/24/2025	543.33		315821		3,305.83
2870		ADVANCE AUTO PARTS							
	I-9127532841208	9999015935	R	12/04/2025	36.41		315824		36.41
2839		AIM SUPPLY/ACE TOOL							
	I-1176763000	5001894	R	12/04/2025	905.43		315825		905.43
1		ANNA TORRES							
	I-202512042252	TORRES 11 29 DEPO	R	12/04/2025	500.00		315826		500.00
5654		AUTO ZONE STORES, INC							
	I-01088244816	11356068	R	12/04/2025	193.99		315827		193.99
5989		AXON ENTERPRISE, INC							
	I-INUS382572	Q-531491	R	12/04/2025	6,424.70		315828		6,424.70
0233		BARTOW FORD							
	I-174030	375371	R	12/04/2025	72.60		315829		72.60
2317		BOUND TREE MEDICAL. LLC							
	I-85999767	108367	R	12/04/2025	656.08		315830		
	I-86002556	108367	R	12/04/2025	738.89		315830		
	I-86002557	108367	R	12/04/2025	63.90		315830		
	I-86005942	108367	R	12/04/2025	311.96		315830		1,770.83
0974		CARDINAL HEALTH 110, INC							
	I-7448646884	2052028004	R	12/04/2025	358.07		315831		
	I-7448646885	2052028004	R	12/04/2025	3.48		315831		
	I-7448861601	2052028004	R	12/04/2025	57.80		315831		
	I-7449087350	2052028004	R	12/04/2025	24.76		315831		444.11
3848		CENTURYLINK							
	I-202512012238	311573058	R	12/04/2025	355.40		315832		
	I-202512042257	312160748	R	12/04/2025	127.36		315832		482.76
5530		CHARLOTTE TECHNICAL COLLEGE							
	I-202512032248	PARAMEDIC TUITION	R	12/04/2025	1,314.00		315833		
	I-202512032249	PARAMEDIC TUITION	R	12/04/2025	1,314.00		315833		2,628.00
3635		CINTAS CORPORATION NO.2							
	I-4250702296	24030035	R	12/04/2025	35.00		315834		
	I-4250702375	24060156	R	12/04/2025	246.85		315834		
	I-4250867413	24049758	R	12/04/2025	59.40		315834		
	I-4251586058	24030035	R	12/04/2025	35.00		315834		
	I-4251586240	24060158	R	12/04/2025	246.85		315834		

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-4251639627	24049758	R	12/04/2025	59.40		315834		
	I-8407951876	24030035	R	12/04/2025	7.53		315834		
	I-OF32727985	89708	R	12/04/2025	883.00		315834		1,573.03
6113		CINTAS FIRE PROTECTION							
	I-0F32727986	89697	R	12/04/2025	240.32		315835		
	I-0F32728018	89699	R	12/04/2025	240.32		315835		480.64
0084		CITY OF ARCADIA,							
	I-202512042254	0000965150-002875384	R	12/04/2025	186.09		315836		
	I-202512042255	0300001772-002890684	R	12/04/2025	915.48		315836		
	I-202512042256	0000965152-002875404	R	12/04/2025	87.99		315836		1,189.56
5349		COMPUTER INFORMATION & PLANNIN							
	I-5527	PD MAINTENANCE AGREEMENT	R	12/04/2025	8,621.00		315837		8,621.00
1104		COX PEST CONTROL INC							
	I-337523	117745	R	12/04/2025	40.00		315838		
	I-338321	117741	R	12/04/2025	110.00		315838		
	I-338339	117740	R	12/04/2025	85.00		315838		235.00
2724		CULLIGAN WATER							
	I-1343790	1176489	R	12/04/2025	50.25		315839		
	I-1343792	1020379	R	12/04/2025	31.00		315839		
	I-1346583	1013721	R	12/04/2025	24.00		315839		
	I-1347425	1176060	R	12/04/2025	35.23		315839		140.48
6228		CURALINC HEALTHCARE							
	I-70421	05743	R	12/04/2025	1,889.64		315840		1,889.64
5636		DARRELL'S WRECKER SERVICE							
	I-23917	PSD	R	12/04/2025	3,799.60		315841		3,799.60
6146		ECO CLEAN MAINTENANCE, INC							
	I-14425	NOVEMBER 2025	R	12/04/2025	3,425.00		315842		
	I-14426	NOVEMBER 2025	R	12/04/2025	2,574.00		315842		
	I-14427	NOVEMBER 2025	R	12/04/2025	857.00		315842		6,856.00
0314		FLORIDA POWER & LIGHT							
	I-202511262237	FLORIDA POWER & LIGHT	R	12/04/2025	47,977.21		315843		47,977.21
1391		GRAINGER INC							
	I-9726962450	851295683	R	12/04/2025	97.59		315844		
	I-9727526932	851295683	R	12/04/2025	1,516.70		315844		
	I-9727682958	851295683	R	12/04/2025	24.10		315844		1,638.39

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5454		GRAINGER, INC							
	I-9725470380	866230576	R	12/04/2025	128.64		315845		128.64
2161		GRAVELY OF BRADENTON							
	I-1022756	15132	R	12/04/2025	35.55		315846		35.55
5851		GREEN LINE MOWERS LLC							
	I-INV442	UTILITIES	R	12/04/2025	1,000.00		315847		
	I-INV448	UTILITIES	R	12/04/2025	1,000.00		315847		
	I-INV449	UTILITIES	R	12/04/2025	1,000.00		315847		3,000.00
4900		HAWKINS, INC							
	I-7267811	292984	R	12/04/2025	490.05		315848		
	I-7269893	292984	R	12/04/2025	2,150.05		315848		
	I-7269899	292984	R	12/04/2025	980.10		315848		3,620.20
6033		HD SUPPLY FACILITIES MAINTENAN							
	I-901282079	952502	R	12/04/2025	2,110.44		315849		
	I-901470781	952502	R	12/04/2025	1,201.36		315849		3,311.80
6089		HD SUPPLY PSD							
	I-902242304	1885197	R	12/04/2025	216.34		315850		216.34
1512		HILL MANUFACTURING CO INC							
	I-210786	2128917	R	12/04/2025	469.00		315851		469.00
0456		HOME DEPOT CREDIT SVCS							
	I-2623493	00009	R	12/04/2025	137.88		315852		137.88
5492		LAZENBY & ASSOCIATES, INC							
	I-16845	UTILITIES	R	12/04/2025	881.50		315853		881.50
3904		LIBERTY TIRE RECYCLING, LLC							
	I-3121686	33330	R	12/04/2025	7,260.00		315854		7,260.00
5361		LOWES HOME CENTER, INC							
	I-995134	9800 293174 3	R	12/04/2025	31.33		315855		
	I-995185	9800 293174 3	R	12/04/2025	198.53		315855		229.86
5739		NAPA AUTO PARTS							
	I-147875	831	R	12/04/2025	44.03		315856		
	I-148218	831	R	12/04/2025	62.45		315856		106.48

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3313		NATIONAL NOTARY ASSOCIATION							
	I-202512042253	J SUTTON NOTARY	R	12/04/2025	174.11		315857		174.11
6140		NEOGOV							
	I-INV143793	A-675986	R	12/04/2025	19,056.45		315858		19,056.45
5006		O'REILLY AUTO PARTS							
	I-5069189806	2192285	R	12/04/2025	154.94		315859		
	I-5069189807	2192285	R	12/04/2025	175.85		315859		330.79
5766		ODP BUSINESS SOLUTIONS, LLC							
	I-448296057001	27272349	R	12/04/2025	55.45		315860		55.45
1		OLGA MIER							
	I-202512012240	OLGA MIER DEPOSIT 1	R	12/04/2025	500.00		315861		500.00
3324		PEACE RIVER SHOPPER							
	I-227988	TURNER CENTER	R	12/04/2025	177.00		315862		177.00
1		Rosa Vilchis							
	I-202506061440	VILCHIS CAT TRAP	R	12/04/2025	Reissue		315863		20.00
6283		S & S PLUMBING LLC							
	I-619	PSD	R	12/04/2025	465.00		315864		465.00
2950		SAFEGUARD SECURITY,INC							
	I-078565	2525	R	12/04/2025	100.00		315865		
	I-079098	1988	R	12/04/2025	375.00		315865		475.00
5376		SANDERS LABORATORIES, INC.							
	I-86580	DESOTO WWTP	R	12/04/2025	83.00		315866		
	I-86622	DESOTO CORRECTIONAL WTP	R	12/04/2025	81.00		315866		164.00
4775		SANTANDER LEASING, LLC							
	I-18715299	002-0027669-000	R	12/04/2025	9,568.92		315867		9,568.92
5986		SCHMIDT GLASS COMPANY							
	I-2549	PSD	R	12/04/2025	300.40		315868		300.40
1		SHAPELYA GRACE							
	I-202512042251	GRACE 11 29 EH	R	12/04/2025	200.00		315869		200.00
2809		SHERWIN-WILLIAMS CO.							
	I-00073	4202-4789-2	R	12/04/2025	82.41		315870		
	I-00255	4202-4789-2	R	12/04/2025	3.10		315870		
	I-99695	4202-4789-2	R	12/04/2025	89.90		315870		175.41

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0259		SMITH'S RANCH & GARDEN							
	I-108990	5142224	R	12/04/2025	57.93		315871		
	I-109445	5142224	R	12/04/2025	210.00		315871		267.93
2940		SOUTHERN OXYGEN & WELDING SUPP							
	I-555002	DC4842	R	12/04/2025	133.05		315872		
	I-555198	DC4842	R	12/04/2025	816.65		315872		949.70
4957		SPEEDY OIL RECOVERY, LLC							
	I-22390	ROAD & BRIDGE	R	12/04/2025	150.00		315873		150.00
4805		SUNCOAST PRINT & PROMOTIONS, I							
	I-422240	0001	R	12/04/2025	150.00		315874		150.00
6068		T-MOBILE USA, INC							
	I-202512032250	998198432	R	12/04/2025	77.25		315875		77.25
4777		THE LAKE DOCTORS, INC							
	I-329353B	721714	R	12/04/2025	224.00		315876		224.00
0697		THE SUN							
	I-3975932	379254	R	12/04/2025	326.70		315877		326.70
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5036622452	450-0112216-002	R	12/04/2025	140.63		315878		140.63
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5036622453	450-0112216-003	R	12/04/2025	705.24		315879		705.24
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5036689317	450-0112216-001	R	12/04/2025	169.78		315880		169.78
2881		TRACTOR SUPPLY CO							
	I-998914	PARKS	R	12/04/2025	39.97		315881		39.97
4801		TROPIC EQUIPMENT RENTALS, INC							
	I-124899	10022	R	12/04/2025	843.00		315882		843.00
5025		VISION ACE HARDWARE, LLC							
	I-402420	920174	R	12/04/2025	9.90		315883		9.90
5026		VISION ACE HARDWARE, LLC							
	I-402275	920175	R	12/04/2025	14.95		315884		
	I-402313	920175	R	12/04/2025	22.99		315884		
	I-402381	920175	R	12/04/2025	518.98		315884		
	I-402382	920175	R	12/04/2025	129.99		315884		
	I-402480	920175	R	12/04/2025	16.90		315884		703.81

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5027		VISION ACE HARDWARE, LLC							
	C-402236	920161	R	12/04/2025	8.99CR		315885		
	I-402212	920161	R	12/04/2025	41.38		315885		
	I-402221	920161	R	12/04/2025	22.98		315885		
	I-402230	920161	R	12/04/2025	8.99		315885		
	I-402283	920161	R	12/04/2025	199.00		315885		
	I-402301	920161	R	12/04/2025	20.17		315885		
	I-402403	920161	R	12/04/2025	72.76		315885		
	I-402411	920161	R	12/04/2025	46.97		315885		403.26
5028		VISION ACE HARDWARE, LLC							
	I-402307	920171	R	12/04/2025	26.35		315886		26.35
5030		VISION ACE HARDWARE, LLC.							
	I-402385	920165	R	12/04/2025	41.99		315887		
	I-402386	920165	R	12/04/2025	25.35		315887		
	I-402404	920165	R	12/04/2025	139.96		315887		
	I-402424	920165	R	12/04/2025	51.17		315887		
	I-402431	920165	R	12/04/2025	41.99		315887		
	I-402451	920165	R	12/04/2025	33.99		315887		
	I-402452	920165	R	12/04/2025	28.99		315887		
	I-402534	920165	R	12/04/2025	19.98		315887		
	I-402537	920165	R	12/04/2025	1.25		315887		
	I-402551	920165	R	12/04/2025	86.96		315887		
	I-402563	920165	R	12/04/2025	98.85		315887		
	I-402569	920165	R	12/04/2025	42.99		315887		
	I-402577	920165	R	12/04/2025	164.43		315887		777.90
4956		WORLD PETROLEUM CORP							
	I-96537	LANDFILL	R	12/04/2025	150.00		315889		150.00
6020		ZAMORAS LAWN & LANDSCAPE LLC							
	I-CI3625	452	R	12/04/2025	935.00		315890		935.00

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	185		577,161.20	0.00	577,181.20
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	1		1,020.49	0.00	1,020.49
EFT:	54		2,839,822.74	0.00	2,839,822.74
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	1	VOID DEBITS 20.00			
		VOID CREDITS 20.00CR	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APBK TOTALS:	241	3,418,024.43	0.00	3,418,024.43
BANK: APBK TOTALS:	241	3,418,024.43	0.00	3,418,024.43

VENDOR SET: 01 Desoto County
BANK: FSA FLEXIBLE SPENDING ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5838	WAGEWORKS, INC							
I-202512022243	NOVEMBER 2025 CLAIM PYMT DIS	D	11/30/2025	3,678.98		004912		3,678.98

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	1			3,678.98	0.00	3,678.98
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: FSA TOTALS:	1	3,678.98	0.00	3,678.98
BANK: FSA TOTALS:	1	3,678.98	0.00	3,678.98

VENDOR SET: 01 Desoto County
BANK: IHC INDIGENT HEALTH CARE TRUS
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0702		DESOTO MEMORIAL HOSPITAL							
	I-202511202224	QTR4 2025 INDGNT HLTH CARE	E	11/20/2025	196,461.87		007046		196,461.87
0702		DESOTO MEMORIAL HOSPITAL							
	I-202511252235	SEPT 2025 INDGNT HLTH CARE	E	11/26/2025	140,920.20		007059		140,920.20

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	2			337,382.07	0.00	337,382.07
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: IHC TOTALS:	2	337,382.07	0.00	337,382.07
BANK: IHC TOTALS:	2	337,382.07	0.00	337,382.07

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0006		VALIC RETIREMENT SERVICES							
	I-DC3202511192211	DEFERRED COMP/VALIC	D	11/21/2025	950.00		004903		950.00
0017		DEPARTMENT OF TREASURY							
	I-T1 202511192211	FEDERAL WITHHOLDING	D	11/21/2025	18,436.43		004904		
	I-T3 202511192211	FICA WITHHOLDING	D	11/21/2025	25,987.34		004904		
	I-T4 202511192211	MEDICARE WITHHOLDING	D	11/21/2025	6,077.72		004904		50,501.49
1288		DESOTO CO BOCC PAYROLL ACCOUNT							
	I-001202511192211	PAYROLL REIMBURSEMENT	D	11/21/2025	51,309.51		004905		
	I-102202511192211	PAYROLL REIMBURSEMENT	D	11/21/2025	20,133.07		004905		
	I-105202511192211	PAYROLL REIMBURSEMENT	D	11/21/2025	5,560.83		004905		
	I-106202511192211	PAYROLL REIMBURSEMENT	D	11/21/2025	69,502.34		004905		
	I-134202511192211	PAYROLL REIMBRSEMENT	D	11/21/2025	1,423.87		004905		
	I-150202511192211	PAYROLL REIMBURSEMENT	D	11/21/2025	325.83		004905		
	I-190202511192211	PAYROLL REIMBURSEMENT	D	11/21/2025	566.24		004905		
	I-400202511192211	PAYROLL REIMBURSEMENT	D	11/21/2025	5,809.13		004905		
	I-410202511192211	PAYROLL REIMBURSEMENT	D	11/21/2025	8,025.16		004905		162,655.98
3125		EXPERTPAY							
	I-C08202511192211	REMIT ID#0150000117DR14	D	11/21/2025	48.23		004906		
	I-C55202511192211	CASE# 2013 DR 00069	D	11/21/2025	246.81		004906		
	I-C57202511192211	CASE# 2013 DR 00069	D	11/21/2025	5.25		004906		
	I-C76202511192211	CASE #142020DR000338	D	11/21/2025	43.10		004906		
	I-C83202511192211	#25180000130DR	D	11/21/2025	111.50		004906		
	I-C84202511192211	#58140005806CA	D	11/21/2025	64.96		004906		
	I-C85202511192211	#08240000906DR	D	11/21/2025	214.70		004906		734.55
3756		NATIONWIDE RETIREMENT SOLUTION							
	I-DC2202511192211	DEFERRED COMP/NACO	D	11/21/2025	1,751.49		004907		1,751.49
4974		BOSTON MUTUAL LIFE INSURANCE C							
	I-LBA202511192211	EMPLOYEE PAID LIFE INS AFT TAX	D	11/21/2025	137.69		004908		137.69
6307		US DEPARTMENT OF THE TREASURY							
	I-202511242226	US DEPARTMENT OF THE TREASURY	D	11/20/2025	98.55		004909		98.55
0004		HARTFORD LIFE INSUR CO (EMPOWE							
	I-DC1202511192211	DEFERRED COMP/HARTFORD	D	11/24/2025	75.00		004911		75.00
0006		VALIC RETIREMENT SERVICES							
	I-DC3202511252236	DEFERRED COMP/VALIC	D	11/26/2025	950.00		004913		950.00

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0017		DEPARTMENT OF TREASURY							
	I-T1 202511252236	FEDERAL WITHHOLDING	D	11/26/2025	16,217.85		004914		
	I-T3 202511252236	FICA WITHHOLDING	D	11/26/2025	24,474.00		004914		
	I-T4 202511252236	MEDICARE WITHHOLDING	D	11/26/2025	5,723.62		004914		46,415.47
1288		DESOTO CO BOCC PAYROLL ACCOUNT							
	I-001202511252236	PAYROLL REIMBURSEMENT	D	11/26/2025	50,942.59		004915		
	I-102202511252236	PAYROLL REIMBURSEMENT	D	11/26/2025	20,396.27		004915		
	I-105202511252236	PAYROLL REIMBURSEMENT	D	11/26/2025	5,315.32		004915		
	I-106202511252236	PAYROLL REIMBURSEMENT	D	11/26/2025	61,482.20		004915		
	I-134202511252236	PAYROLL REIMBRSEMENT	D	11/26/2025	1,595.51		004915		
	I-150202511252236	PAYROLL REIMBURSEMENT	D	11/26/2025	325.81		004915		
	I-190202511252236	PAYROLL REIMBURSEMENT	D	11/26/2025	566.24		004915		
	I-400202511252236	PAYROLL REIMBURSEMENT	D	11/26/2025	5,585.66		004915		
	I-410202511252236	PAYROLL REIMBURSEMENT	D	11/26/2025	8,116.75		004915		154,326.35
3125		EXPERTPAY							
	I-C08202511252236	REMIT ID#0150000117DR14	D	11/26/2025	48.23		004916		
	I-C55202511252236	CASE# 2013 DR 00069	D	11/26/2025	246.81		004916		
	I-C57202511252236	CASE# 2013 DR 00069	D	11/26/2025	5.25		004916		
	I-C76202511252236	CASE #142020DR000338	D	11/26/2025	43.10		004916		
	I-C83202511252236	#25180000130DR	D	11/26/2025	111.50		004916		
	I-C84202511252236	#58140005806CA	D	11/26/2025	64.96		004916		
	I-C85202511252236	#08240000906DR	D	11/26/2025	214.70		004916		734.55
3756		NATIONWIDE RETIREMENT SOLUTION							
	I-DC2202511252236	DEFERRED COMP/NACO	D	11/26/2025	1,751.49		004917		1,751.49
4974		BOSTON MUTUAL LIFE INSURANCE C							
	I-LBA202511252236	EMPLOYEE PAID LIFE INS AFT TAX	D	11/26/2025	137.69		004918		137.69
0004		HARTFORD LIFE INSUR CO (EMPOWE							
	I-DC1202511252236	DEFERRED COMP/HARTFORD	D	11/28/2025	75.00		004919		75.00
6307		US DEPARTMENT OF THE TREASURY							
	I-202512032247	US DEPARTMENT OF THE TREASURY	D	11/26/2025	98.55		004920		98.55
0010		AFLAC							
	C-202511202222	OCTOBER 2025 INS BEN	R	11/20/2025	0.88CR		315695		
	I-LF1202510022031	AFLAC PRETAX	R	11/20/2025	788.61		315695		
	I-LF1202510092070	AFLAC PRETAX	R	11/20/2025	788.61		315695		
	I-LF1202510162086	AFLAC PRETAX	R	11/20/2025	788.61		315695		
	I-LF1202510222107	AFLAC PRETAX	R	11/20/2025	788.61		315695		
	I-LF2202510022031	AFLAC AFTER TAX	R	11/20/2025	425.30		315695		
	I-LF2202510092070	AFLAC AFTER TAX	R	11/20/2025	425.30		315695		
	I-LF2202510162086	AFLAC AFTER TAX	R	11/20/2025	425.30		315695		
	I-LF2202510222107	AFLAC AFTER TAX	R	11/20/2025	425.30		315695		4,854.76

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6099		FLORIDA COMBINED LIFE							
	I-202511202221	NOV 25 COBRA DENTAL INS PREM	R	11/20/2025	91.02		315696		91.02
5965		RICCO WASHBURN ESQ							
	I-G16202511132189	CASE #2018CC045	R	11/20/2025	100.00		315697		100.00
5965		RICCO WASHBURN ESQ							
	I-G16202511192211	CASE #2018CC045	R	11/24/2025	100.00		315782		100.00
5965		RICCO WASHBURN ESQ							
	I-G16202511252236	CASE #2018CC045	R	12/04/2025	100.00		315822		100.00
6270		USABLE LIFE							
	C-L11202510292125	EMPLOYEE PAID LIFE INS AFT TAX	R	12/04/2025	0.60CR		315823		
	C-LSI202510292125	COUNTY PAID LIFE INSURANCE	R	12/04/2025	8.68CR		315823		
	I-202512022244	OCTOBER 2025	R	12/04/2025	313.43		315823		
	I-L11202510022031	EMPLOYEE PAID LIFE INS AFT TAX	R	12/04/2025	760.20		315823		
	I-L11202510092070	EMPLOYEE PAID LIFE INS AFT TAX	R	12/04/2025	747.94		315823		
	I-L11202510162086	EMPLOYEE PAID LIFE INS AFT TAX	R	12/04/2025	754.07		315823		
	I-L11202510222107	EMPLOYEE PAID LIFE INS AFT TAX	R	12/04/2025	697.07		315823		
	I-LSI202510022031	COUNTY PAID LIFE INSURANCE	R	12/04/2025	658.30		315823		
	I-LSI202510092070	COUNTY PAID LIFE INSURANCE	R	12/04/2025	638.04		315823		
	I-LSI202510162086	COUNTY PAID LIFE INSURANCE	R	12/04/2025	650.44		315823		
	I-LSI202510222107	COUNTY PAID LIFE INSURANCE	R	12/04/2025	630.40		315823		5,840.61

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	6			11,086.39	0.00	11,086.39
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	16			421,393.85	0.00	421,393.85
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: PYBK TOTALS:	22	432,480.24	0.00	432,480.24
BANK: PYBK TOTALS:	22	432,480.24	0.00	432,480.24

VENDOR SET: 01 Desoto County
BANK: SHIP LOCAL HOUSING/ SHIP ACCT
DATE RANGE:11/18/2025 THRU 12/08/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4899		NADIA DAUGHTREY, CLERK OF COUR							
	I-202511192218	RECORDING FEES	R	11/20/2025	10.00		001808		10.00
4899		NADIA DAUGHTREY, CLERK OF COUR							
	I-202511242228	RECORDING FEES	R	11/24/2025	10.00		001809		10.00
4317		JESSE SERVICES, INC							
	I-202511242227	ESTHER GARCIA	E	11/28/2025	67,560.00		007057		67,560.00
3203		RD WELCH COMPANY							
	I-251531	WBAILEY 1ST DRAW	E	12/05/2025	12,868.50		007084		
	I-251543	MCAMPBELL 1ST DRAW	E	12/05/2025	10,194.86		007084		23,063.36

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2			20.00	0.00	20.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	2			90,623.36	0.00	90,623.36
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: SHIP TOTALS:	4	90,643.36	0.00	90,643.36
BANK: SHIP TOTALS:	4	90,643.36	0.00	90,643.36
REPORT TOTALS:	270	4,282,209.08	0.00	4,282,209.08

SELECTION CRITERIA

VENDOR SET: 01-DESOTO COUNTY
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 11/18/2025 THRU 12/08/2025
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS
SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

DeSoto County

12/16/2025

Item #: 17.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 3:00 pm
☐ Public Hearing Resolution

DEPARTMENT: Administration
SUBMITTED BY: **Brian R. Wagner**
PRESENTED BY: **Brian R. Wagner**

TITLE & DESCRIPTION:
Resolution/Budget Amendment Fiscal Year 2025/2026

REQUESTED MOTION:
To adopt a Resolution relating to budget amendments 2026-24, 2026-25, 2026-26, 2026-27 and 2026-28 affecting the 2025/2026 adopted budget.

SUMMARY:
The Resolution will approve the additions, corrections and redistribution of the 2025/2026 budget.

BACKGROUND:
Budget Amendments are an ongoing process throughout the fiscal year that more clearly defines the actual revenues and expenses

FUNDS:
Budget Amount: Click or tap here to enter text.
Actual Agenda Item: Click or tap here to enter text.
Cost: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Explanation: Click or tap here to enter text.

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2025- ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AMENDING AND SUPPLEMENTING THE BUDGET FOR FISCAL YEAR 2025/2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Desoto County, Florida ("the Board") adopted an annual budget for Fiscal Year 2025/2026 as required by Florida law; and

WHEREAS, since its adoption, the Board has examined the adopted budget for Fiscal Year 2025/2026 and finds that amendments and supplements to the budget are necessary; and

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

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

Section 2. That the adopted budget for Fiscal Year 2025/2026 is hereby amended and supplemented as provided in Budget Amendment 2026-24, 2026-25, 2026-26, 2026-27 and 2026-28.

.

Section 3. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 16th day of December 2025.

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

ATTEST:

_____
Mandy Hines
County Administrator

By: _____
Steve Hickox
Chairman

Approved as to form and legal sufficiency:

_____
Valerie Vicente
County Attorney

Packet 4
December 16, 2025

Department	Attachment	Amendment	Description
Sheriff	2	24	Budget J.A.G. C & J.A.G. D Grant.
Environmental Svcs. & Landfill Reserve Trust	3	25	Adjust current year budget to recognize Fund Balances and Reserves for cash transfer in FY24-25.
SHIP	4	26	Request to transfer from SHIP reserves to fund future housing projects.
General Fund	5	27	Vulnerability study budget adjustment based on no prior year invoice payments.
Environmental Services	6	28	Budget scale replacement.

2025/2026 Budget Amendments Packet 4
December 16, 2025

	Revenue Sources				Expenses Account Description	
Attachment	**General Fund**	Funds From:	Fund	B.A.		Funds Disbursed For:
2	31,340.00	J.A.G C& D Revenues	001	24	31,340.00	Capital Outlay & Task Force Expense
5	87,500.00	Fund Balance	001	27	87,500.00	Professional Services
	$ 118,840.00				$ 118,840.00	
Attachment	**Special Revenue**	Funds From:	Fund	B.A.		Funds Disbursed For:
4	650,000.00	Reserve for Cash Forward	141	26	650,000.00	Contracted Services
	$ 650,000.00				$ 650,000.00	
Attachment	**Capital Construction Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
Attachment	**Enterprise Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
3	1,856,701.00	Fund Balance	401	25	1,856,701.00	Reserve for Capital
3	1,856,701.00	Reserves	400	25	1,856,701.00	Fund Balance
6	102,750.00	Reserves	400	28	102,750.00	Capital Equipment
	$ 3,816,152.00				$ 3,816,152.00	
Attachment	**Agency Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
	$ 4,584,992.00	Total Debits			$ 4,584,992.00	Total Credits

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	**Sheriff**		Date	12/16/2025	Amendment #	**2026-24**

Account #	Account Description	CURRENT Budget	**DEBIT**	**CREDIT**	**REVISED** Budget Amt	Explanation for Request
00125095216400001	E Byrne J.A.G. Capital Outlay	-	26,094.00		26,094.00	Budget JAG C Grant
00100003342000921	E.Byrne J.A.G.	-		26,094.00	26,094.00	
00125095215200004	J.A.G Task Force Expense	-	5,246.00		5,246.00	Budget JAG D Grant
0010000334200SWAT	J.A.G. Equipment Grant	-		5,246.00	5,246.00	
	Column TOTALS		31,340.00	31,340.00		$ -

APPROVALS

Board Chairman _____ Date: 12/16/2025

County Administrator _____ Date: 12/16/2025

Finance Director _____ Date: 12/16/2025

Budget Coordinator _____ Date: 12/16/2025

Entered By _____ Date: 12/16/2025

ATTACHMENT 2

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	Environmental Services & Landfill Trust	Date	12/16/2025	Amendment #	2026-25

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
40171145349901000	Reserve for Capital	2,696,454.00	1,856,701.00		4,553,155.00	Adjust budget to recognize Fund Balances and Reserves for
40100003990000000	Fund Balance	2,642,954.00		1,856,701.00	4,499,655.00	cash transfer in FY24-25.
40000003990000000	Fund Balance	5,667,129.00	1,856,701.00		3,810,428.00	
40042305349900000	Reserves	6,143,970.00		1,856,701.00	4,287,269.00	
	Column TOTALS		3,713,402.00	3,713,402.00		$ -

APPROVALS

Board Chairman _____ Date: 12/16/2025

County Administrator _____ Date: 12/16/2025

Finance Director _____ Date: 12/16/2025

Budget Coordinator _____ Date: 12/16/2025

Entered By _____ Date: 12/16/2025

ATTACHMENT 3

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	**SHIP**		Date	12/16/2025	Amendment #	**2026-26**

Account #	Account Description	CURRENT Budget	**DEBIT**	**CREDIT**	**REVISED** Budget Amt	Explanation for Request
14171295543400000	Contracted Services	300,000.00	650,000.00		950,000.00	Request to transfer from SHIP reserves to fund future
14171295549900000	Reserve for Cash Forward	1,333,136.00		650,000.00	683,136.00	housing projects.
	Column TOTALS		650,000.00	650,000.00		$ -

APPROVALS

Board Chairman _____ Date: 12/16/2025

County Administrator _____ Date: 12/16/2025

Finance Director _____ Date: 12/16/2025

Budget Coordinator _____ Date: 12/16/2025

Entered By _____ Date: 12/16/2025

ATTACHMENT 4

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	**General Fund**		Date	12/16/2025	Amendment #	**2026-27**

Account #	Account Description	CURRENT Budget	**DEBIT**	**CREDIT**	**REVISED** Budget Amt	Explanation for Request
00171495383100000	Professional Services	92,500.00	87,500.00		180,000.00	Vulnerability study budget adjustment based on no prior year
00100003990000000	Fund Balance	22,867,643.00		87,500.00	22,955,143.00	invoice payments.
	Column TOTALS		87,500.00	87,500.00		$ -
			APPROVALS			

Board Chairman _____ Date: 12/16/2025

County Administrator _____ Date: 12/16/2025

Finance Director _____ Date: 12/16/2025

Budget Coordinator _____ Date: 12/16/2025

Entered By _____ Date: 12/16/2025

ATTACHMENT 5

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	Environmental Services		Date	12/16/2025	Amendment #	2026-28

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
40042305346400000	Capital Equipment	28,800.00	102,750.00		131,550.00	Budget scale replacement.
40042305349900000	Reserves	4,287,269.00		102,750.00	4,184,519.00	
	Column TOTALS		102,750.00	102,750.00		$ -

APPROVALS

Board Chairman _____ Date: 12/16/2025

County Administrator _____ Date: 12/16/2025

Finance Director _____ Date: 12/16/2025

Budget Coordinator _____ Date: 12/16/2025

Entered By _____ Date: 12/16/2025

ATTACHMENT 6

DeSoto County

12/16/2025

Item #: 18.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 3:00 pm
☐ Public Hearing Resolution

DEPARTMENT: Administration
SUBMITTED BY: **Dennis Johnson**
PRESENTED BY: **Dennis Johnson**

TITLE & DESCRIPTION:
Resolution/Community Development Block Grant Disaster Recovery (CDBG-DR)

REQUESTED MOTION:
To approve the grant agreement from Florida Commerce, Agreement #HI002 for the installation of the generator located at 815 N Mills, and adopt a Resolution allowing the County Administrator to execute and submit all related documents to Florida Commerce for the grant agreement

SUMMARY:
FEMA's Hazard Mitigation Grant Program (HMGP) requires a local match of 25%. This program, as identified in the State of Florida Hurricane Ian Disaster Recovery approved action plan, will fund the local match portion of the HMGP award with CDBG-DR funds.

BACKGROUND:
The Florida Division of Emergency (FDEM) has been awarded DeSoto County $141,952.50. The local cost share, CDBG-DR funds obligation under this agreement, is $47,317.50, for a total project cost of $189,270.00.

FUNDS:
Budget Amount: **$47,317.50**
Actual Agenda Item Cost: **$47,317.50**
Account Number: **307-26015196200000**
Explanation: **CDBG-DR match funds for HMGP Mills Building Generator**

DESOTO COUNTY, FLORIDA

RESOLUTION NO: 2025-_____

RESOLUTION OF THE COUNTY COMMISSION OF DESOTO COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) GRANT SUBRECIPIENT AGREEMENT (HI002), AND RELATED DOCUMENTS, FOR THE MILLS BUILDING GENERATOR PROJECT LOCATED AT 815 NORTH MILLS, ARCADIA, FL 34266. A U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT ADMINISTERED BY FLORIDA COMMERCE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority of the Department of Housing and Urban Development Appropriations Act, 2023 ("the Appropriations Act"), the U.S. Department of Housing and Urban Development ("HUD") awarded Community Development Block Grant - Disaster Recovery ("CDBG-DR") funds to State of Florida, Department of Commerce ("Florida Commerce") for activities authorized under said Appropriations Act; and

WHEREAS, Florida Commerce wishes to make the CDBG-DR funds available to DeSoto County (the "County") for use as a subrecipient under a Subrecipient Agreement (Commerce Agreement No. HI002), attached hereto and incorporated herein by reference (the "Commerce Subrecipient Agreement"); and

WHEREAS, pursuant to the Commerce Subrecipient Agreement, the grant funds will constitute a subaward of the Florida Commerce Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Florida Commerce's Federal award; and

WHEREAS, pursuant to the County's Hazard Mitigation Grant Program ("HMGP") Agreement with the Florida Division of Emergency Management ("DEM"), the County is required to supply 25% of the required cost share or local match; and

WHEREAS, the federal funds obligated to the County under the Commerce Subrecipient Agreement is $47,317.50 for the installation of a permanent generator located at 815 N Mills Ave, Arcadia, FL 34266.

NOW, THEREFORE, **BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, that**:

SECTION 1. The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.

SECTION 2. The Board of County Commissioners hereby delegates authority to the County Administrator to execute the Commerce Subrecipient Agreement to sign all other necessary certifications and related documents for the CDBG-DR Program administered by Florida Commerce for the grant award.

SECTION 3. The County Administrator is authorized and directed to submit all additional information and required reports and other such administrative requirements in a timely manner as may be required by Florida Commerce.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ___ day of _____, 2025.

ATTEST:

_____
Mandy Hines
County Administrator

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Steve Hickox
Chairman

Approved as to form and
Legal sufficiency:

_____
Valerie Vicente, County Attorney

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Hazard Mitigation
Grant Match Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, ("Commerce" or "Grantee") and DeSoto County, Florida ("Subrecipient"), each individually a "Party" and collectively "the Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Department of Housing and Urban Development Appropriations Act, 2023 (Pub. L. 117-328) approved December 9, 2022 ("the Appropriations Act"). The requirements of the Appropriations Act and implementing regulations at 24 CFR part 570, and the requirements of the Federal Register ("FR") notice, 88 FR 32046 (May 18, 2023), ("Federal Register Guidance"), as now in effect and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development ("HUD") has awarded Community Development Block Grant - Disaster Recovery ("CDBG-DR") funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code ("U.S.C.") 5301 *et seq.*) and described in the 2023 State of Florida Action Plan for Disaster Recovery ("Action Plan").

WHEREAS, Subrecipient has executed a Hazard Mitigation Grant Program ("HMGP") Agreement with the Florida Division of Emergency Management ("DEM") which requires the Subrecipient to supply 25% of the required cost share or local match.

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce's Federal award.

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement shall be used as the Subrecipient's cost share or local match required by the HMGP Agreement.

WHEREAS, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low and moderate income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, Commerce and Subrecipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes "Attachment A," "Scope of Work." With respect to "Attachment B," "Project Budget," and "Attachment C," "Activity Work Plan," Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. If there is a disagreement between the Parties with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to the same shall prevail at Commerce's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all of its activities under this Agreement shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 58, 24 CFR Part 570 subpart I, *et seq*., and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) Period of Agreement. This Agreement begins on May 21, 2024 and ends on May 31, 2027, as stated in the Florida Division of Emergency Management companion agreement, section 8 Period of Agreement. unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Deputy Secretary, or designee, approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. Commerce may accept or reject any proposed modification based on Commerce's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

(a) Subrecipient's performance under this Agreement shall be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits, examinations, or making excerpts or transcriptions.

(c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

(d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related parties' transactions are disclosed to the auditor.

(e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

1. Litigation, claims, or audits initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at $1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants 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 scope of work and all other applicable laws and regulations.

(g) Subrecipient shall either: (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements.

(a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends One Million dollars ($1,000,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as "Attachment J." Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.

(c) In addition to the submission requirements listed in "Attachment I," "Audit Requirements," Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports. Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A, and the expenditure of funds under this Agreement. Within ten (10) calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to Commerce, if all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are completed to Commerce's satisfaction. Commerce may also take other action as stated in Section (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring.

(a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

(d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Section (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits. Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Act. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

(a) If Subrecipient 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 for the other Party for the other Party's negligence.

(b) Subrecipient is solely responsible for the acts and omissions of its employees, agents, and contractors. Subrecipient shall be liable for any claims, losses, injuries, or damages arising from the work and services performed under this Agreement to the extent and within the limitations of Section 768.28, Florida Statutes.. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in the tort monetary limits of Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

(11) Events of Default. If any of the following events occur ("Events of Default"), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Section (12) Remedies or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by Commerce;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by Commerce;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce's Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result, or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

(12) Remedies. If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon written notice by Commerce sent in conformity with Section (16) Notice and Contact;

(b) Begin any 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) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds, Commerce may withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is recovered; and

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

(f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by Commerce to require strict performance does not affect, extend, or waive any other right or remedy available or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

(13) Dispute Resolution. Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for an administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. Commerce will provide a timely written response to every citizen complaint within fifteen (15) business days of the receipt of the complaint, as expected by HUD, and will provide a resolution to the complaint, where possible, within the same 15-day period. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

(a) Conducting investigations, as necessary;
(b) Finding a resolution; or
(c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

(a) A program eligibility determination;
(b) A program assistance award calculation; or
(c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@commerce.fl.gov. or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

(15) Termination.

(a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement: Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) Commerce may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges, lost profits, or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is recovered.

(e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of $25,000 must either:

1. Be used to meet a national objective until five (5) years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of Commerce's Grant Manager for this Agreement is:

Forrest Brewton
107 E Madison St
Tallahassee, FL, 32399
Phone: 850-921-3286
Email: Forrest.Brewton@commerce.fl.gov

(c) The name and address of the Local Government Project Contact for this Agreement is:

Dennis Johnson
201 East Oak Street, Suite 205
Arcadia, FL 34266
Phone: 863-993-4800
Email: d.johnson@desotoboc.com

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

(17) Contracts. If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager for prior written approval. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority business enterprise, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

(a) the period of performance or date of completion;
(b) the performance requirements;
(c) that the contractor is bound by the terms of this Agreement;
(d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
(e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

(f) the obligation of Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;

(g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions. This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

(19) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Scope of Work
Attachment B – Project Budget (Example)
Attachment C – Activity Work Plan (Example)
Attachment D – Program and Special Conditions
Attachment E – State and Federal Statutes, Regulations and Policies
Attachment F – Civil Rights Compliance
Attachment G – Reports
Attachment H – Warranties and Representations
Attachment I – Audit Requirements
Exhibit 1 to Attachment I – Funding Sources
Attachment J – Audit Compliance Certification
Attachment K – SERA Access Authorization Form
Attachment L – 2 CFR Appendix II to Part 200
Attachment M – Subrogation Agreement
Attachment N – HMGP Agreement H1087Attachment A, Budget and Scope of Work (provided for illustrative purposes)

(20) Funding/Consideration.

(a) The funding for this Agreement shall not exceed **Forty Seven Thousand Three Hundred and Seventeen Dollars and Fifty Cents ($47,317.50)**, subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution. Obligations to pay exceeding the annual appropriations by the Legislature shall render this Agreement *void ab initio*.

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

(b) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability (NFA) through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds (RFF) on behalf of Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.

(g) 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 Budget, the Florida Legislature, the State Chief Financial Officer or under Section (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 117-328, Division L, Title II the "Department of Housing and Urban Development Appropriations Act, 2023" for the purpose of assisting in long-term recovery from major disasters that occurred in 2022 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq.

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(21) Repayments.

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to Commerce any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c), and (d); provided, however,

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of $15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Department of Commerce" and mailed directly to Commerce at the following address:

Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

(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 Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., 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 thirty-five thousand dollars ($35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates are placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), F.S., who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

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. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.

(l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2 A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

(a) No funds or other resources received from Commerce 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.

(b) Subrecipient certifies, by its signature to this Agreement, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, 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;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. 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 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

(24) Copyright, Patent and Trademark. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly 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, Subrecipient shall refer the discovery or invention to Commerce for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

(a) Subrecipient 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. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain, or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@commerce.fl.gov within one (1) business day from receipt of the request.

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

(b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce 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, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by Commerce for any refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. (Subrecipient-contractor), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

(e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Subrecipient shall provide a marked set with complete redactions as well as a marked set without redactions. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.

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

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

(a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/

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

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

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

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

(28) Program Income.

(a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives. All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the program-allowable national objectives and satisfy the applicable criteria as specified in the Action Plan and applicable program policies.

(a) Benefit low- and moderate- income persons;
(b) Aid in prevention or elimination of slums or blight; and
(c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership, or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors, or agents. Neither Party shall have any right, power, or authority to assume, create or incur any expense, liability, or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venture, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment because of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venture, or partner of the State of Florida.

(e) Unless justified by Subrecipient and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Subrecipient or its subcontractor or assignee.

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

(f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives, or subcontractors in the professional skills necessary to perform the work services required by this Agreement. However, Commerce may provide training in the form of an Implementation Workshop.

(31) CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

If applicable, and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.
If applicable, Grantee must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

(32) FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Agreement has a value of $100,000 or more, Grantee shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

(33) HUMAN TRAFFICKING

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

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

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

State of Florida

Department of Commerce
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments, and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

DESOTO COUNTY		**FLORIDA DEPARTMENT OF COMMERCE**	
By	_____	**By**	_____
	Signature		Signature
	Mandy Hines		**J. Alex Kelly**
Title	**County Administrator**	**Title**	**Secretary**
Date	_____	**Date**	_____
Federal Tax ID #	**59-6000579**		
UEI #	**GH9DBEQV5KK3**		

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

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Attachment A – Scope of Work

1. PROGRAM DESCRIPTION:

FEMA's Hazard Mitigation Grant Program (HMGP) requires a local match or non-federal match of 25%. This program, as identified in the State of Florida Hurricane Ian Disaster Recovery approved Action Plan, will fund the local match portion of the HMGP award.

These funds represent a unique and significant opportunity for the state, in the areas most impacted by recent disasters, to carry out strategic and high impact activities to rebuild and harden infrastructure to prevent or reduce losses in future disasters.

The Florida Division of Emergency Management (DEM) has awarded DeSoto County One Hundred Forty-one Thousand Nine Hundred Fifty-two Dollars and Fifty Cents ($141,952.50) (exclusive of the SRMC). The local cost share of 25%, Commerce's obligation under this agreement, is **Forty-seven Thousand Three Hundred Seventeen Dollars and Fifty Cents ($47,317.50)** for a total project cost of $189,270.00.

2. PROJECT DESCRIPTION:

The project shall provide protection by purchasing and installing a new diesel permanent generator with a capacity of 200 kW, or the adequate size determined by the vendor or an electrical engineer during the bid process, to appropriately support this facility. The generator shall be installed on a new concrete pad near the building. Conduit shall be trenched and installed from the generator to the building. The project shall include all necessary electrical components to complete the installation. The generator shall ensure functionality of the building after a storm and allow the County to provide critical services that shall assist in recovery efforts during a storm.

Project Locations:

ID#	Location	Coordinates
1	815 N Mills Ave Arcadia, FL 34266	27.2254497615723, -81.85399354754982
2		
3		
4		
5		
6		
7		
8		
9		
10		

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

3. SUBRECIPIENT RESPONSIBILITIES:

A. Complete and submit the following items to Commerce within forty-five (45) calendar days of execution of the agreement:

1) Organizational Chart with contact information;
2) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
3) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager along with the Policy Review Checklist provided by Commerce:

1) Procurement policies and procedures that incorporate 2 CFR Part 200.318-327.
2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.
4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
D. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
E. Comply with all terms and conditions of the subrecipient agreement, Hazard Mitigation Grant Match Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
F. Subrecipient must comply with procurement standards in 2 CFR Part 200.318-327. Provide copy of the procurement solicitation document along with the Commerce Procurement Checklist, to Commerce Grant Manager ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review.
G. Provide the following information on a monthly and quarterly basis within five (5) calendar days after the end of each month/quarter: Monthly and Quarterly Reports as detailed in Attachment G.
H. Subrecipient shall provide photographs of construction projects to document progress with quarterly reports or when requested by Commerce.

4. ELIGIBLE TASKS:

A. Deliverable No. 1 – Engineering Services

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Tasks that are eligible for reimbursement are as follows:

1. Create a full design package(s), signed, and sealed by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project that meet all local current hurricane code ratings, local codes and building codes.
2. Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.

B. Deliverable No. 2 – Construction

Tasks that are eligible for reimbursement are as follows:

1. Installation of a new diesel permanent generator with a capacity of 200kW or the adequate size determined by the vendor or an electrical engineer during the bid process.
2. Installation of a new concrete pad near the building for the generator.
3. Wiring, conduit, and electrical connections from generator to ATS.

5. DELIVERABLES: Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Engineering Services		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**
Subrecipient shall complete Engineering Services tasks as detailed in Section 4.C of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) task in accordance with Section 4.C of this Scope of Work, evidenced by submittal of the following documentation: 1) Certification by a licensed professional certifying completion of engineering design, working drawings and associated cost estimates, if applicable; 2) Certification by a licensed professional certifying acquisition of all required permits, if applicable; 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 3 Cost- $1,250.00
Deliverable No. 2 – Construction		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Subrecipient shall complete Construction tasks as detailed in Section 4.D of this Scope of Work.	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.D of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, evidenced by submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion. 2) Photographs of the project in progress and completed work; and 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 4 Cost- $46,067.50
		Total Project Costs Not to Exceed $47,317.50

6. COMMERCE'S RESPONSIBILITIES:

A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
B. Assign a Grant Manager as a point of contact for Subrecipient.
C. Review Subrecipient's invoices described herein and process them on a timely basis.
D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month in which deliverables have not been completed, the Subrecipient will provide notice that invoicing will not be submitted.
B. The following documents shall be submitted with the itemized invoice:
   1) A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5,

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

DELIVERABLES, of this SCOPE OF WORK; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.0656(2), F.S.; and (4) were incurred during this Agreement.

2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
3) A copy of all supporting documentation for vendor payments.
4) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement, including but not limited to copies of timesheets related to any applicable deliverables.

C. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
   1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
   2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated financial hardship.

D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Enterprise Resource Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Attachment B – Project Budget (Example)

Subrecipient: _____ Contract Number: _____ Project Title: _____

Activity		Budget			
Activity	**Description**	**CDBG-DR Amount**	**Other Funds**	**Source***	**Total Funds**
1. Grant Administration					
2. Activity Delivery					
3. Engineering Services					
4. Construction					
TOTALS					

***Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.**

Source of Other Funds	Amount
1.	
2.	
3.	

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Attachment C – Activity Work Plan (Example)

Subrecipient _____ Project Title: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

Activity Start Date (month/year)	**Activity End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment A – Scope of Work.	**Estimated Leveraged Funds to be Expended per "Activity End Date"**	**Estimated Funds to be Requested per "Activity End Date"**
		EXAMPLE: Deliverable 1 – Project Implementation		
		EXAMPLE: Deliverable 2 – Engineering -		
		EXAMPLE: Deliverable 2 – Conduct Environmental Review		
		EXAMPLE: Deliverable 3 – Construction		

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Attachment D – Program and Special Conditions

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.

2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).

3. Subrecipient shall request Commerce's review for all procurement solicitations and professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services. Subrecipient must submit the following to Commerce Grant Manager for review:
   a. copy of the solicitation document
   b. copy of advertisement
   c. draft copy of the contract

4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed $5,000, Subrecipient shall complete the following:
   a. Submit for Commerce's approval the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount is incurred before Commerce approves the procurement. If Commerce does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond $5,000.
   b. Comply with 24 CFR part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. If Commerce has not issued an Authority to use Grant Funds within fifteen (15) days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request. **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE Commerce HAS ISSUED "THE AUTHORITY TO USE GRANT FUNDS."**

5. As directed by the Federal Register, the Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR §570.606(b), the requirements of 24 CFR §42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR §570.606(d), governing optional relocation assistance policies.

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR §570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable regulations and guidance laws, specifically including but not limited to:

    a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a department check of SAM.gov for all prime and subcontractors.
    b. Section 3 Participation Report (Construction Prime Contractor);
    c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
    d. Section 3 Participation Report (Construction Subcontractor), (if applicable).

8. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce. For each RFF that includes construction costs, Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by Commerce, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by Commerce, if applicable.

9. For each project, when Subrecipient issues the Notice to Proceed to the contractor(s) to being work, copies of the following documents shall be sent to Commerce:
    a. Notice to Proceed;
    b. The contractor's performance bond (100 percent of the contract price); and
    c. The contractor's payment bond (100 percent of the contract price).

10. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).

11. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.

12. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or 10 percent of the grant, whichever is less.

13. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

14. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR §570.489(g). Title 24 CFR §570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.

15. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the subrecipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.

16. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.

17. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 88, No. 96/Thursday, May 18, 2023/Notices. Notwithstanding the foregoing, Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

(1) Reviewing financial and performance reports required by the Grantee;

(2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

(3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304I(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit https://www.sam.gov/SAM/

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, https://www.sam.gov/SAM/ in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number https://fedgov.dnb.com/webform/

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination

1. 24 CFR part 6

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

A. General Compliance:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

B. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

A. Business Entities

When possible, the Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) under this agreement.

B. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

IX. Labor and Employment

1. Labor Standards

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq*.) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act. Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75 and its related regulations in Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

4. Section 3 Benchmarks and Reporting

A. Benchmarks. Contracts over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. Hatch Act

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. Lobbying Certification

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Subrecipient hereby certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

C. The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

D. 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 required by Section 1352, Title 31, U.S.C. 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.

XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds and non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of HUD funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within fifteen (15) days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request.

2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq*., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
C. The Clean Air and Water Act: If this Contract is more than $100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.
D. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. Flood Disaster Protection

Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. Lead-Based Paint

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R of this title.

5. Historic Preservation

Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

XIV. Additional Regulations

A. The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
B. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq*., which prohibits discrimination on the basis of sex in educational programs.
C. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
D. The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (P.L.) 103-227, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
E. Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

money, Contractor shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

F. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.

G. The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

H. Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of $2,000 for construction contracts or in excess of $2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 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 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides 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.

I. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

J. Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community per FR Vol. 90, No. 40.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
   a) Has a physical or mental impairment which substantially limits one or more major life activities,
   b) Has a record of such an impairment, or
   c) Is regarded as having such an impairment;

2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;

3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and

4) Establish a system to record the following for each Section 504/ADA call:
   a) The nature of the call,
   b) The actions taken in response to the call and
   c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-DR-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing; and
12. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that _____DeSoto County_____ shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** _____

Name: Mandy Hines

Title: County Administer

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Attachment G – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.

2. A **Quarterly Progress Report** must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January**.**

3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

   Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce no later than nine months from the end of Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@commerce.fl.gov within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. **Section 3 Quarterly Reporting Requirements**. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

   Subrecipients shall provide Section 3 Reporting quarterly to Commerce by the 5th of each quarter (January 5, April 5, July 5, and October 5). For Section 3 Reporting, subrecipients should complete and return the Project Implementation Plan template to Commerce.

7. Request for Funds must be submitted as required by Commerce and in accordance with the ***Scope of Work (Attachment A)*** , ***Project Budget (Attachment B) and Activity Work Plan (Attachment C).***

8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Attachment H – Warranties and Representations

Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.
(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
(3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
(4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR § 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1))

Business Hours

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Attachment I – Audit Requirements

The administration of resources awarded by Commerce to Subrecipient may be subject to audits and/or monitoring by Commerce 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, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Commerce staff to Subrecipient regarding such audit. Subrecipient 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 Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

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

3. A Subrecipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If Subrecipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

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

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

2. For the audit requirements addressed in Part II, paragraph 1, Subrecipient 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 Subrecipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If Subrecipient 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 Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

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

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of Subrecipient directly to the Federal Audit Clearinghouse ("FAC") as provided in 2 CFR §200.1 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

   a. Commerce at each of the following addresses:

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

   or

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

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

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

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

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

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

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

4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	*($47,317.50)*
Assistance Listing Numbers Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Assistance Listing Number:	14.228
Project Description: *This is not a research and development award.*	Funding is being provided as CDBG-DR/HMGP matching funds to purchase and install a new diesel permanent generator with a capacity of 200 kW, or the adequate size determined by the vendor or an electrical engineer during the bid process, to appropriately support this facility. The generator shall be installed on a new concrete pad near the building.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR §570.480 – 570.497.
3. Subrecipient shall perform its obligations in accordance with 24 CFR Part 58.
4. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
5. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
6. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@commerce.fl.gov.	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	

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

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Attachment L
2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 42424240 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 subrecipient must 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 must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient 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 subrecipient must 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 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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." SAM Exclusions 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 exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 CFR § 200.323 – Procurement of recovered materials.

(K) See 2 CFR § 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 2 CFR § 200.322 – Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Attachment M

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement') is made and entered by and between DeSoto County (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Commerce (hereinafter referred to as "Commerce").

In consideration of Subrecipient's receipt of funds or the commitment by Commerce to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the Commerce Community Development Block Grant-Disaster Recovery Program (CDBG-DR Program) administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (FEMA) or the Small Business Administration (SBA) (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits (DOB) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds (Subsequent DOB Proceeds). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

The person executing this Agreement on behalf of Subrecipient hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

FLORIDA DEPARTMENT OF COMMERCE		**DESOTO COUNTY**	
By	_____ Signature	**By**	_____ Signature
	J. Alex Kelly		**Mandy Hines**
Title	**Secretary**	**Title**	**County Administrator**
Date	_____	**Date**	_____

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

Office of the General Counsel
Florida Department of Commerce

By: _____

Approved Date: _____

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Attachment N – HMGP Agreement, Attachment A, Budget and Scope of Work

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to the Mills Building, in Arcadia, DeSoto County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-032-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, DeSoto County, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to the County-owned Mills Building, located at 805 North Mills Avenue, Arcadia, Florida 34266. Coordinates: (27.225427, -81.854214).

The HMGP project shall provide protection by purchasing and installing a new diesel permanent generator with a capacity of 200 kW, or the adequate size determined by the vendor or an electrical engineer during the bid process, to appropriately support this facility. The generator shall be installed on a new concrete pad near the building. Conduit shall be trenched and installed from the generator to the building. The project includes all necessary electrical components to complete the installation. Additional components of the project include an Automatic Transfer Switch (ATS). The ATS shall be installed inside the existing building near the distribution panel which is already prepared for the generator. The generator shall ensure functionality of the building after a storm and allow the County to provide critical services that shall assist in recovery efforts during a storm.

The generator, automatic transfer switch, and electrical components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements, and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State, and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Copy of permit(s), notice of commencement.

   b) Local Building Official Inspection Report and Final Approval.

   c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.

   d) Signed and Sealed copy of the As-built plans, as applicable.

   e) Certified Letter of Completion, as applicable:

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
2. Certifying Compliance with all applicable codes.

f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

g) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to the Mills Building located on North Mills Avenue, Arcadia, Florida 34266, by installing a permanent generator and Automatic Transfer Switch (ATS).

The generator, automatic transfer switch, and electrical components shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4673-032-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on May 21, 2024; and the Period of Performance for this project shall end on **May 31, 2027**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

Docusign Envelope ID: FEE90E32-2F89-40BA-AB02-FD634F1A53C1

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**36**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$101,458.00	$76,093.50	$25,364.50
Labor:	$73,800.00	$55,350.00	$18,450.00
Fees:	$5,000.00	$3,750.00	$1,250.00
Initial Agreement Amount:	**$180,258.00**	**$135,193.50**	**$45,064.50**
***Contingency Funds:	$9,012.00	$6,759.00	$2,253.00
Project Total:	**$189,270.00**	**$141,952.50**	**$47,317.50**

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $9,012.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

Funding Summary Totals

Federal Share:	$141,952.50	(75.00%)
Non-Federal Share:	$47,317.50	(25.00%)
Total Project Cost:	**$189,270.00**	**(100.00%)**

DeSoto County

12/16/2025

Item #: 19.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 3:00 pm
☐ Public Hearing Contract

DEPARTMENT: Administration
SUBMITTED BY: **Dennis Johnson**
PRESENTED BY: **Dennis Johnson**

TITLE & DESCRIPTION:
Contract Award /Construction Services for King and Baker Drainage System Replacement Project

REQUESTED MOTION:
A motion to approve the Contract Agreement with _INLINER SOLUTIONS, LLC, _ for Construction Services related to the King and Baker Drainage System Replacement Project, contingent upon receipt of Florida Commerce's approval of the contract and the request for additional costs.

SUMMARY:
Formal bids from qualified contactors were requested for the King and Baker Drainage System Improvements project. Bids were received and a formal recommendation from the County Engineer has selected _ INLINER SOLUTIONS, LLC, _ to be awarded the contract.

BACKGROUND:
This project is federally funded by Florida Commerce through the Community Development Block Grant Mitigation Program (CDBG-MIT). The project involves mitigations efforts to overhaul the current decaying King and Baker Drainage System and renew it with a system designed with a longer service life. The drainage system has been deemed a critical system, as the current one has already shown evidence of failure and a newer, safer version is needed to reduce the chances of flooding and mitigate transportation impacts in both regular and extreme storm conditions.

FUNDS:
Budget Amount: **$3,105,474.24**
Actual Agenda Item Cost: **$3,474,424.00**
Account Number: **308-60545386300000**
Explanation: **Request for Additional funds of $368,949.76 is under review by**

FLCOMMERCE.

DESOTO COUNTY
CDBG-MIT FUNDED CONSTRUCTION SERVICES FOR KING & BAKER DRAINAGE SYSTEM REPLACEMENT (DEO AGREEMENT NO. MT041)
Bid No. 25-12-00ITB

THIS CONTRACT is made this ____ day of _____, 20___, between **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political subdivision of the State of Florida hereinafter referred to as ("COUNTY"), whose address is 201 East Oak Street, Arcadia, Florida 34266, and **INLINER SOLUTIONS, LLC**, a Foreign Limited Liability Company (FEIN 01-0684682), authorized to do business in the State of Florida, hereinafter referred to as ("CONTRACTOR"), whose principal address is 8686 New Trails Dr., Ste. 115, The Woodlands, TX 77381.

WHEREAS, the COUNTY desires to retain a contractor for Construction Services for the King & Baker Drainage System Replacement Project (DEO Agreement No. MT041), to be funded by DeSoto County's Community Development Block Grant Mitigation Program (CDBG-MIT), as more specifically detailed within the Scope of Services attached hereto as Exhibit "A"; and

WHEREAS, in furtherance of the above, the COUNTY issued Invitation to Bid, Bid No. 25-12-00ITB (the "ITB") for said services; and

WHEREAS, following the aforementioned competitive solicitation process, the CONTRACTOR was deemed to be the lowest responsible, most responsible bidder; and

WHEREAS, CONTRACTOR desires to render services in accordance with the ITB and CONTRACTOR's bid thereto, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the COUNTY, through a competitive selection process conducted in accordance with the requirements of Florida law and County policy, has determined that it would be in the best interest of the COUNTY to award a Contract to the CONTRACTOR for the rendering of those services described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby incorporated by reference, affirmed, and ratified by the parties as true and correct.

SECTION 2. ENGAGEMENT OF CONTRACTOR.

The COUNTY hereby agrees to engage CONTRACTOR, and CONTRACTOR hereby agrees to perform the services set forth in the Scope of Services, and CONTRACTOR hereby agrees to perform the described services diligently and in a timely and professional manner. All representations, certifications, statements contained in CONTRACTOR'S bid submittal are true and accurate and are incorporated by reference herein.

SECTION 3. THE COUNTY'S RESPONSIBILITY.

Except as provided in the Scope of Services, the COUNTY'S responsibilities are as follows:

A. To provide, at the request of CONTRACTOR, existing data, plans reports, and other information in the COUNTY'S possession or under the COUNTY'S control which are necessary for the execution of the duties of the CONTRACTOR in the Scope of Services; and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria and other requirements that exist at the time of signing of this Contract or which may develop during the execution of this Contract.

B. To give prompt written notice to CONTRACTOR if the COUNTY observes or otherwise becomes aware of any fault or defect in the Scope of Services or non-conformance with the Contract requirements as stated herein.

C. To furnish required information, services, render approvals, and decisions as expeditiously as necessary for the orderly progress of CONTRACTOR'S services.

D. The COUNTY hereby designates the DeSoto County Engineer as Project Manager to act on the COUNTY'S behalf with respect to the Scope of Services. The Project Manager shall have authority to transmit instructions, receive information, interpret and define COUNTY policies and decisions with respect to materials, elements and systems pertinent to CONTRACTOR'S services.

E. COUNTY's Right to Carry Out the Work. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents

with due diligence and fails to provide a schedule of repairs/corrections and commence the repairs/corrections within a reasonable period of time, to be determined by the COUNTY in its sole discretion, after receipt of written notice from the COUNTY, the COUNTY may after such period of time, without prejudice to other remedies the COUNTY may have, withhold progress payments until the Contractor substantially completes the repairs and corrections cited in the COUNTY's notice. If the Contractor fails to substantially complete the repairs, the COUNTY may contract with another contractor for the necessary repairs. If payments then or thereafter due the Contractor are not sufficient to cover such amounts due to the COUNTY's alternative contractor, the Contractor shall pay the difference to the COUNTY. The Contractor's failure to timely and substantially complete the repairs and corrections may, at the COUNTY's sole discretion, be a reasonable basis for the COUNTY to terminate the Contract.

SECTION 4. THE CONTRACTOR'S RESPONSIBILITY.

The CONTRACTOR'S duties and responsibilities are as follows:

A. The furnishing of all services, labor, material, equipment, tools, machinery, utilities, insurance, and supplies necessary to perform the complete Scope of Services for DeSoto County's CDBG-MIT Funded King & Baker Drainage System Replacement Project. The Work shall be performed in accordance with the specifications, terms, and conditions of this Contract, which are more particularly described in the Scope of Services.

B. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Services in accordance with the Scope of Services. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of described Services, unless otherwise provided in the Scope of Services. CONTRACTOR shall be responsible to see that the finished Work complies strictly with the Scope of Services.

C. The CONTRACTOR shall solely and without qualification be responsible for all methods and results, for use of equipment and personnel, for the safety of its employees and other persons, for the protection of public and private property, and for the compliance with all Local, State and Federal laws and regulations in performance of the Work under this Contract. The COUNTY shall have no right to hire or fire, nor any power of supervision over the Services, nor overuse of equipment of personnel unless otherwise provided in the Contract Documents, nor the CONTRACTOR'S compliance with Local, State and Federal laws and regulations in performance of the Work under this Contract.

SECTION 5. TIME OF PERFORMANCE.

The CONTRACTOR agrees to commence work by the dates outlined in the Notice to Proceed. The Contractor shall have **ONE HUNDRED EIGHTY (180)** calendar days for Substantial Completion with an additional **THIRTY (30)** calendar days for Final Completion for a total of **TWO HUNDRED TEN (210)** calendar days to fully complete the project. All representations, indemnifications, warranties and guaranties of the CONTRACTOR made in, required by, or given in accordance with this Contract, as well as all continuing obligations of the CONTRACTOR indicated in this Contract, will survive final payment and termination or completion of this Contract. The CONTRACTOR shall allow sufficient time within that period for COUNTY inspection and for addressing any deficiencies to ensure final completion by the required deadline. The CONTRACTOR shall make no claims for additional compensation or damages due to suspensions, delays, or hindrances. The CONTRACTOR may only be compensated for extensions of time as the COUNTY may decide; however, such extension shall not operate as a waiver of any other rights of the COUNTY.

SECTION 6. LIQUIDATED DAMAGES FOR DELAYS.

If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the CONTRACTOR shall provide to the COUNTY **Two Thousand Eight Hundred Seventy-Six Dollars ($2,876.00)** as fixed, agreed and liquidated damages for each calendar day

of delay after the scheduled Final Completion date stated in the Notice to Proceed or Contract amendment if any.

SECTION 7. COMPENSATION.

Compensation for the Scope of Services performed by CONTRACTOR shall be payable as follows:

A. The COUNTY shall pay an amount not to exceed **Three Million Four Hundred Seventy-Four Thousand Four Hundred Twenty-Four Dollars ($3,474,424.00)**, in accordance with the CONTRACTOR'S Bid, for all work and services under this Contract. The CONTRACTOR may submit invoices on a monthly basis for work completed each month.

B. CONTRACTOR shall prepare and submit to the County for approval, invoices for the services rendered under this Contract. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the Work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The COUNTY reserves the right to withhold payment to CONTRACTOR for failure to perform the Work in accordance with the provisions of this Contract and the COUNTY shall promptly notify CONTRACTOR if any invoice or report is found to be unacceptable and will specify the reasons therefore.

C. CONTRACTOR shall make no other charges to the COUNTY for supplies, labor, taxes, licenses, overhead or any other expenses or costs.

D. CONTRACTOR shall not pledge the COUNTY credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

E. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment

and termination or completion of this Contract.

SECTION 8. DOCUMENTS.

The documents which comprise this Contract between the COUNTY and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

A. This Contract;

B. The Scope of Services attached hereto as Exhibit "A" (as used herein, the term "Scope of Services," "Services," or "Work" are synonymous and used interchangeably);

C. General and Special Conditions attached hereto as Exhibit "B";

D. Final Bid Proposal by Contractor and associated forms attached hereto as Exhibit "C";

E. Technical Specifications incorporated herein by reference;

F. Construction Plan Set incorporated herein by reference;

G. Invitation to Bid No. 25-12-00ITB, and all attachments and addendum thereto, incorporated herein by reference.

SECTION 9. GENERAL CONSIDERATIONS.

A. Subcontractors. If CONTRACTOR subcontracts any of the Work required under this Contract, CONTRACTOR agrees to include in the Subcontract that the Subcontractor is bound by the terms and conditions of this Contract with the COUNTY. CONTRACTOR further agrees to include in the Subcontracts, that the Subcontractor shall hold the COUNTY and CONTRACTOR harmless against all claims of whatever nature by Subcontractor's performance of Work under this Contract.

B. Public Records. CONTRACTOR shall allow public access to all documents, reports, papers, letters or other materials, subject to the provision of Chapter 119, Florida Statutes, prepared or received by CONTRACTOR in conjunction with this Contract, as more particularly set forth in the ITB.

C. Equal Employment and Non-Discrimination. In connection with the Work to be performed under this Contract, CONTRACTOR agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity Statutes and Regulations.

D. Contract Assurance. The CONTRACTOR or Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract.

E. Licenses and Certifications. The CONTRACTOR shall be properly certified and licensed; financially solvent; experienced in and competent to perform the required Work;

SECTION 10. PROHIBITION AGAINST CONTINGENCY FEES.

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Contract and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 11. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT.

CONTRACTOR certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original Contract price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. CONTRACTOR represents that he has furnished a Public Entity Crimes Affidavit pursuant to Section 287.113, Florida Statutes.

SECTION 12. INSURANCE.

A. The CONTRACTOR shall provide and maintain such Commercial (Occurrence Form) or Comprehensive General Liability, Professional Liability, Workers Compensation and other insurance as is appropriate for the services being performed hereunder by CONTRACTOR, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of $3,000,000 each accident, $500,000 each employee, $1,000,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:

Contractor shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than $3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of $6,000,000. Products and completed operations aggregate shall be $6,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

Contractor shall maintain automobile liability insurance with a limit of not less than $3,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

EVIDENCE OF INSURANCE:

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of $3,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance

professional evidencing such coverage, and naming the County as a named, additional insured, as well as furnishing the County with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Contract. Said insurance coverage(s) procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the County, and that any other insurance, or self-insurance available to the County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the County before the commencement of any work activities.

B. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract. All the policies of insurance so required of CONTRACTOR, except workers compensation insurance, shall be endorsed to include as additional insures; the COUNTY, its officers, employees and agents

C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the COUNTY, licensed to do business in the State of Florida and with a resident agent designated for the services of process. All insurers shall have an “A” policyholder’s rating and a financial rating of at

least Class IX in accordance with the most current Best's rating. CONTRACTOR shall provide the COUNTY with financial information concerning any self-insurance funds insuring CONTRACTOR. At the COUNTY'S option, a Best's rating or Self-Insurance Fund financial information may be waived.

SECTION 13. WARRANTY OF WORK/SERVICES.

A. The CONTRACTOR shall warrant the labor performed for a minimum period of one (1) year from the date the Services are complete. This warranty shall be in addition to whatever rights the COUNTY may have under state or federal law. The CONTRACTOR's obligation under this warranty shall be at its own cost and expense, to promptly repair or replace (including cost of removal and installation), that item (or part or component thereof) which proves defective or fails to comply with the Contract within the warranty period such that it complies with the Contract.

B. CONTRACTOR warrants to the COUNTY that all materials and equipment furnished under this Contract will be new unless otherwise specified and will be of good quality, free from faults and defects and in conformance with the Contract. All equipment and materials not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by COUNTY or its designee, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within this Contract.

C. CONTRACTOR shall provide to the COUNTY or its designee all manufacturers' warranties. All warranties, expressed and/or implied, shall be given to the COUNTY for all material and equipment covered by this Contract. All material and equipment furnished shall be fully guaranteed by the CONTRACTOR against factory defects and workmanship. At no expense to the COUNTY, the CONTRACTOR shall correct any and all apparent and latent defects that are required under state or federal law.

SECTION 14. DEFECTIVE WORK.

A. The COUNTY or its designee shall have the authority to reject or disapprove work which is found to be defective. If defective work is found, CONTRACTOR shall promptly either correct all defective work or remove such defective work and replace it with non-defective work. CONTRACTOR shall bear all direct and indirect costs of such removal or corrections including cost of testing laboratories and personnel.

B. Should CONTRACTOR fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of this Contract within the time indicated in writing by the COUNTY Administrator or its designee, the COUNTY shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at CONTRACTOR's expense. Any expense incurred by the COUNTY in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to CONTRACTOR. In the event of failure of CONTRACTOR to make all necessary repairs promptly and fully, which is not cured in the cure period, the COUNTY may declare CONTRACTOR in default.

C. If, within one (1) year after the date of completion of Services or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract documents, or by any specific provision(s) of this Contract, any of the work is found to be defective or not in accordance with this Contract, CONTRACTOR, after receipt of written notice from the COUNTY or its designee, shall promptly correct such defective or nonconforming work within the time specified by the COUNTY without cost to the COUNTY. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which CONTRACTOR might have under this Contract including but not limited to any claim regarding latent defects.

D. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the COUNTY to final acceptance.

Where the COUNTY or its designee becomes aware of faults, defects or non-conformity

in any of the work provided under this Contract or with the work being performed by the CONTRACTOR, the COUNTY or its designee shall issue a Notice to Cure to the CONTRACTOR for correction. In no event shall the failure of the COUNTY or its designee to bring to the attention of the CONTRACTOR of such faults act as a waiver or release the CONTRACTOR from responsibility or liability for such fault, defect or non-conforming work.

SECTION 15. TERMINATION OF CONTRACT FOR DEFAULT.

The COUNTY shall be the sole judge of nonperformance, which shall include any failure on the part of the CONTRACTOR to accept the award, to furnish required documents, and/or to fulfill any portion of this Contract within the time stipulated. Upon default by the CONTRACTOR to meet any term of this Contract or related Exhibit, the COUNTY will notify the CONTRACTOR to advise the COUNTY of its plan for corrective action to remedy the default within three (3) days (weekends and holidays excluded). The corrective action plan must be accepted by the COUNTY'S Project Manager. Failure on the CONTRACTOR'S part to correct the default within the approved time period shall result in the Contract being terminated and the COUNTY notifying in writing the CONTRACTOR of the effective date of the termination. The following shall constitute an act of default:

- Failure to perform the Work required under the Contract and/or within the time required or failing to use the sub-contractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.
- Failure to begin the Work under this Contract within the time specified.
- Failure to perform the Work with sufficient workers to ensure timely completion.
- Neglecting or refusing to correct Work where prior Work has been rejected as nonconforming with the terms of the Contract.
- Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the successful firm incapable of performing the Work in accordance with and as required by the Contract.
- Failure to comply with any of the terms of the Contract.
- Failure to pay sub-contractors or others pursuant to Work done under this

Contract.

In the event of default, the CONTRACTOR shall pay any damages sustained by the COUNTY including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the COUNTY after costs are claimed and allowed. All documents prepared by the CONTRACTOR in connection with this Contract will be the property of the COUNTY.

The COUNTY'S Project Manager shall authorize payment to the CONTRACTOR, the costs and expenses for Work performed by the CONTRACTOR prior to receipt of the Notice of Termination; however, the COUNTY may withhold from amounts due the CONTRACTOR such sums as the COUNTY deems to be necessary to protect the COUNTY against loss caused by the CONTRACTOR because of the default.

SECTION 16. TERMINATION FOR CONVENIENCE.

The COUNTY reserves the right to cancel this Contract by written notice to the CONTRACTOR effective the date specified in the Notice, for any of the following reasons:

- The COUNTY has determined that such cancellation will be in the best interest of the COUNTY.
- Funds are not available to cover the cost of the services. The COUNTY'S obligation is contingent upon the availability of appropriate funds.

The Purchasing Director shall give written notice of the termination to the CONTRACTOR specifying the reason for the Contract termination and when termination becomes effective.

The CONTRACTOR shall incur no further obligations in connection with the terminated Work and on the date set in the Notice of Termination the CONTRACTOR will stop Work to the extent specified.

The COUNTY shall pay the CONTRACTOR under the following conditions:

- All costs and expenses incurred by the CONTRACTOR for work accepted by the COUNTY prior to the CONTRACTOR'S receipt of the Notice of Termination.

Anticipatory profit for work and services not performed by the CONTRACTOR shall not be allowed.

SECTION 17. CONTROLLING LAW.

A. This Contract is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Contract shall be in DeSoto County, Florida.

B. Should litigation be necessary to enforce any term or provision of this Contract, or to collect any portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party.

SECTION 18. SUCCESSORS AND ASSIGNS.

The COUNTY and CONTRACTOR respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives with respect to all covenants of this Contract. Neither the COUNTY nor CONTRACTOR shall assign or transfer any interest in this Contract without the written consent of the other.

SECTION 19. EXTENT OF CONTRACT.

A. This Contract represents the entire and integrated agreement between the COUNTY and CONTRACTOR and supersedes all prior negotiations, representations or Contracts, either written or oral.

B. This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument and in accordance with County Policies.

SECTION 20. INDEMNIFICATION OF THE COUNTY.

CONTRACTOR shall defend, indemnify and hold harmless the COUNTY and all of COUNTY'S officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Contract. CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the COUNTY when necessary, and voluntarily makes this covenant and expressly

acknowledges the receipt of such good and valuable consideration provided by the COUNTY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract. Compliance with any insurance requirements required elsewhere within this Contract shall not relive CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the COUNTY as set forth in this article of the Contract.

Nothing herein shall be construed to extend the COUNTY'S liability beyond that provided in Section 768.28, Florida Statutes.

SECTION 21. INDEPENDENT CONTRACTOR.

Neither the COUNTY nor any of its employees shall have any control over the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR expressly warrants not to represent at any time or in any manner that CONTRACTOR or any of its agents, servants or employees are agents, servants or employees of the COUNTY. It is understood and agreed that CONTRACTOR is, and shall at all times remain as to the COUNTY, a wholly independent Contractor and the CONTRACTOR'S obligations to the COUNTY are solely as prescribed by this Contract.

SECTION 22. SEVERABILITY.

A. Nothing contained in the Contract shall create any contractual relationship between the COUNTY, or any agent, consultant, or independent contractor employed by the COUNTY and any Subcontractor, Sub-subcontractor, Supplier or Vendor of the CONTRACTOR, but the COUNTY shall be entitled to performance of all obligations intended for its benefit, and to enforcement thereof.

B. In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect; the invalidity, illegality, or unenforceability shall not affect any other provision and this Contract and shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

C. All representations, certifications, and statements contained in CONTRACTOR'S bid submittal are true and accurate and are incorporated

by reference herein.

SECTION 23. NOTICES.

Any notices to be given under this Contract shall be given by the United States mail, addressed to CONTRACTOR at its address stated herein, and to the COUNTY at its address stated herein.

SECTION 24. COMPLIANCE.

CONTRACTOR acknowledges that this Contract is funded in part or in full by the State of Florida Department of Commerce Federally Funded Community Development Block Grant Mitigation Program (CDBG-MIT), and is subject to the terms and conditions of the Subrecipient Agreement (FloridaCommerce Agreement No. MT041) attached to the ITB as Attachment A, and the federal provisions related to grant funds attached to the ITB as Attachment B. The CONTRACTOR shall comply with all terms and conditions contained in Attachments A and B to the ITB.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Contract as of the _____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

By: _____
Mandy J. Hines
County Administrator

By: _____
Steve Hickox
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

_____
Valerie Vicente
County Attorney

Date: _____

WITNESSES:

_____

_____

INLINER SOLUTIONS, LLC

By: _____

Printed Name: _____

Title: _____

SECTION 2
SCOPE OF SERVICES
COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM (CDBG-MIT) FUNDED (FLORIDACOMMERCE AGREEMENT NO. MT041) CONSTRUCTION SERVICES FOR KING & BAKER DRAINAGE SYSTEM REPLACEMENT INVITATION TO BID NO.: 25-12-00

DeSoto County Board of County Commission is requesting formal bids from qualified Contractors for the DeSoto County King and Baker Drainage System Improvements project.

SCOPE:
This project is federally funded by the State of Florida Department of Economic Opportunity through the Community Development Block Grant Mitigation Program (CDBG-MIT). The project involves mitigations efforts to overhaul the current decaying King and Baker Drainage System and renew it with a system designed with a longer service life. The existing system includes approximately 3,700 linear feet of 66-inch corrugated metal drainage main line piping, inlet structures and connections of smaller drainage pipes. Two alternatives are proposed for this project: a cured in place pipelining approach and a replacement using reinforced concrete pipe. Contractors may bid one or both alternatives. The County will select the alternative which the County believes serves the best interest of the County. The County also reserves the right to reduce the length of pipe replacement or other bid items to bring the construction cost in line with the grant funding.

TIME FRAME:
All work shall be performed on Monday through Friday on non-County holidays from 7:00am to 6:00pm. Occasional Saturday work may be approved only upon mutual advanced agreement between the County, CEI, and the Contractor.

Substantial Completion shall be complete within **ONE HUNDRED EIGHTY (180) calendar days** of the notice to proceed. Final Completion shall include an additional **THIRTY (30) calendar days** for a maximum construction time of **TWO HUNDRED TEN (210) calendar days**. Substantial Completion shall be defined as all work excluding minor clean up, sod restoration, asphalt striping demobilization, and correction of punch list items from substantial competition walkthrough which can be performed within the period between substantial completion and final completion.

SCHEDULE:
The following schedule shall be adhered to, insofar as practical, in all actions related to this procurement:

A. **Advertising date of bids:** TBD upon approval of Bid Package
B. **Receipt of bids:** TBD upon approval of Bid Package
C. **Review of bids / Bid tabulation:** TBD upon approval of Bid Package
D. **Projected Board of County Commissioners' approval:** TBD upon approval of Bid Package

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

DESOTO COUNTY
GENERAL CONDITIONS

1. **Access to Records/Audits:** The County or any of their duly authorized representatives shall have access to any books, documents, papers or any other records prepared by the Contractor that are directly pertinent to the work produced under this Agreement for making audit, examination, excerpts and transcription. Such records will be maintained for six (6) years after the completion of the Work and until claims or audit findings have been resolved which were initiated prior to the expiration of the six (6) year period. The County retains a firm, which annually audits records including grants. Should records be required within that period, Contractor will be notified in writing.

   The local government, the Florida Commerce Department, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States and any of their duly authorized representatives, shall have access to any books, documents, papers and records, including electronic storage media, of the Administrator which are directly pertinent to the Agreement for the purpose of audit, examination, making excerpts, and transcriptions as they may relate to this Agreement

   The Parties agree to comply with s.20.055(5). Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes, "(5) It is the duty of every state officer, employee, agency, special district, board, commissions contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to this section."

2. **Acceptance and Warranty:** Neither the final certificate of payment nor any provision in this document, or partial or complete use of the project by the County shall constitute an acceptance of work not done in accordance with the contract document or relieve the Contractor of liability in respect to any expressed or implied warranties or responsibilities for faulty material or workmanship. Contractor shall remedy any defects and pay for any damages resulting there from which appear within a period of one year after final acceptance of the work unless otherwise stated in the specifications herein.

3. **Acknowledgement of Amendments:** Proposer's shall acknowledge receipt of any amendment to the Solicitation by signing and returning the Amendment with the proposal, by identifying the Amendment number and date in the space provided for this purpose, or by letter. The acknowledgment must be received by the place specified for receipt of Proposals.

4. **Affirmative Steps:**
   A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
   B. Assuring that small and minority businesses and women's business

enterprise are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small minority businesses and women's business enterprises;

E. Using the services and assistance, as appropriate, of such organization as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

5. **Applicable Law:** The Agreement shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the Courts of the State of Florida.

6. **Assignment:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the County.

7. **Change Orders:** Without invalidating the Agreement, the County may, at any time or from time to time, order additions, deletions or revisions in the Work. These will be authorized by a Change Order. Upon receipt of a Change Order the Contractor will provide the Work involved. All such work shall be executed under the applicable conditions of the Scope of Work.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Agreement Time, except in the case of an Emergency.

The value of any work covered by a Change Order or of any claim for any increase or decrease in the Agreement Price shall be determined in one of the following ways**:**

A. Each Change Order shall be reviewed to ensure that the cost and pricing data submitted for evaluation of the Change Orders is based on current accurate and complete data supported by their books and records.

B. Where the work involved is covered by unit prices contained in the Scope of Work, by application of unit prices to the quantities of items involved.

C. By negotiated lump sum.

D. The actual cost of labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit are to be negotiated.

The County has assigned the following authority levels for Change Order dollar amounts and Agreement time extensions. The County Administrator or Delegate may approve all Change Orders less than twenty-five thousand dollars ($25,000.00). All Change Orders which exceed twenty-five thousand dollars

($25,000.00) require approval by the Board of County Commissioners.

8. **Conflict of Interest:** Neither the County nor any of its contractors or their subcontractors shall enter into any Agreement, subcontract or arrangement in connections with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the County 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 has acquired prior to the beginning of tenure any such interest, and if such interest in immediately disclosed to the County, the County, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, office or employee shall not participate in any action by the County or the locality relating to such contract, subcontract or arrangement. The County 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 the subcontracts, the following provision:

   "No member, officer or employee of the County 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."

   The provision of this paragraph shall not be applicable to any agreement between the County and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

9. **Copyrights, Patent, and Trademark:**

   A. If awarded an Agreement, the Contractor agrees that the work requested herein is "work for hire" and shall irrevocably transfer, assign, set over, and convey to the County all right, title and interest, including sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the Agreement. The Contractor further agrees to execute such documents as the County may request to affect such transfer or assignment.

   B. Further, the Contractor agrees that the rights granted to the County by this section are irrevocable. Notwithstanding anything else in this solicitation, the Contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this solicitation shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred in this section. Similarly, no termination of any agreement entered into as a result of this solicitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" section.

   C. The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as part of any agreement entered into as a result of this solicitation is prohibited unless the County approves the use of subcontractors or third parties in writing in advance and such subcontractors or third parties agree to include the provision of this section as part of any contract they enter into with the Contractor for work related

to this Agreement.

D. If anything included in a deliverable limit the rights of the County to use the information for its own internal use, the deliverable shall be considered defective and not acceptable.

E. In addition to the above, pursuant to the CDBG-MIT Subrecipient Agreement, the County, as the Recipient has certain obligations related to copyrights, patents, and trademarks, which are hereby imputed to the Contractor, who shall be governed by the same:

   a. Any and all patent rights accruing under or in connection with the performance of the Agreement shall be reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of the Agreement shall be transferred by the Recipient to the State of Florida.

   b. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

   c. If any discovery or invention is developed in the course of or as a result of work or services performed under the Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to FloridaCommerce for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of the Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify FloridaCommerce. Any copyrights accruing under or in connection with the performance under the Agreement are transferred by the Recipient to the State of Florida.

   d. Within 30 calendar days of execution of this Agreement, the 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 Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and FloridaCommerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

10. **Debarred or Suspended Entities:** Per Appendix II to Part 200(H), Sub-recipients must comply with CDBG regulations regarding debarred or suspended entities, specifically including 24 CFR §570.6099. Contracts and Sub-contracts must not be awarded to parties listed on the government wide exclusion in the System for Award Management (SAM).

11. **Development Costs:** Neither the County nor its representative shall be liable for any expenses incurred in connection with the preparation of a response to this Solicitation. Respondents should prepare their submittals simply and

economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the Solicitation.

12. **Disputes:** All controversies between the County and the Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the County Administrator in writing, within 30 days after a written request by the Contractor for a final decision concerning the controversy.

The County shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless the Contractor brings an action seeking judicial review of the decision.

The Contractor shall comply with any decision of the County Administrator and proceed diligently with performance of this Agreement until final resolution by a Court of Law, if a judicial remedy is pursued.

In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the DeSoto County Board of County Commissioners shall be final and binding on both parties.

13. **Domestic Preference:** Domestic Preference requirement as outlined in 2 CFR 200.322(a) are hereby incorporated into this Agreement, setting forth requirements that, to the greatest extent practicable under its Federal awards, a preference be implemented for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). As such 2 CFR 200.322(a) pertains principally to the acquisition of goods, products, or materials, which typically would occur under a construction contract. The Contractor does hereby agree to include, if and when applicable, the requirements of 2 CFR 200.322(a) in any sub-contracts or bid documents for services where such acquisition would occur. As this Agreement has no sub-contractors and is to provide Design and Permitting documents, the regulation likely would be inapplicable.

14. **Energy Efficiency**: The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

15. **Equal Employment Opportunity:** The County recognized fair and open competition as a basic tenet of public procurement and encouraged participation by minority and women business enterprises.

16. **Equipment:** Contractor will provide, at Contractor's expense, all machinery, equipment, tools, superintendence, labor, insurance and all other accessories necessary to provide the product(s) or service(s) in accordance with the description herein.

17. **E-Verify:** Vendors/Contractor:

A. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term on the contract; and

B. shall 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.

18. **Execution of Proposal:** Proposal must contain a manual signature of an authorized representative in the space provided.

19. **Housing and Urban Development (HUD) Act of 1968 SECTION 3:**

All Section 3 covered contracts and subcontracts must include the following clause:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including

training positions, that are filled:

a. after the contractor is selected but before the contract is executed, and

b. with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

20. <u>Indemnification and Insurance:</u>

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 part to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Contractor guarantees the payment of all just claims for material, supplies, tool, or labor or other just claims against the Contractor or any subcontractor, in connection with this Agreement.

B. To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, 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 Contractor hereunder, to the extent and within the limitation of Section 768.28 Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Contractor to be sure by third parties in any manner arising out of the Agreement. This indemnification shall survive the termination of the Agreement.

C. Contractor agrees to include the following indemnification in all contracts with contractors, subcontractors, Contractors, or subcontractors (each referred to an "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement.

21. **Informalities and Irregularities:** The County has the right to waive minor defects or violations of a solicitation from exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a proposer with the proposal for the County to properly evaluate the proposal, the County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the price, quality, quantity, delivery, or performance time of the services being procured does not change.

22. **Inspector General:** The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

23. **Legal Requirements:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the Proposer will in no way be cause for relief from responsibility.

24. **Liability:** The Contractor shall hold and save DeSoto County, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements prior to and during the term of this Agreement.

25. **Liens:** Before the final draw is payable, Contractor must furnish a sworn statement that all sums due for services, material or labor on the project have been paid in full. If the County receives any Notice to Owner on this Project, then in addition to the requirements set forth above, Contractor shall at the time of each draw furnish a partial waiver of lien from all Subcontractors, material or labor providers, and at the time of the final draw shall furnish a final waiver of lien for each such Subcontractor, material or labor provider; as a condition precedent to receiving any payment from the County. Contractor shall indemnify the County and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of Contractor under this Agreement; or the negligence of the Contractor in the performance of its duties under this Agreement, or any act or omission on part of the Contractor, his agents, employees, or servants.

The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Purchasing Officer, to indemnify the County against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the County all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

26. **Local Preference:** Not applicable to this solicitation.

27. **Non-conforming Terms and Conditions:** A Solicitation response that includes terms and conditions that do not conform to the terms and conditions in the Solicitation documents is subject to rejection as non-responsive. The County reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its proposal response prior to determination by the County of non-responsiveness based on the submission of nonconforming terms and conditions.

28. **Proposal Opening:** The Proposal opening shall be public on the date and at the time specified in the Solicitation Documents. It is the Proposer's responsibility to assure that the proposal is delivered at the proper time and place of the Proposal opening. Proposals that for any reason are not so delivered will not be returned but will be retained in the SOLICITATION FILE unopened. Offers by telephone or facsimile for a sealed bid or proposal will not be accepted.

29. **Provisions Required by Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

30. **Public Records Requirement:** The Contractor is required to keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service sought herein. Each Construction firm the County contracts with is required to provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 et seq, Fla Stat. or as otherwise provided by law. The Construction firm the County contracts with must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and must meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contracted firm upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-993-4800, EXTENSION 201, 201 E. OAK STREET (SECOND FLOOR), ARCADIA, FLORIDA OR S.ALTMAN@DESOTOBOCC.COM.

31. **Retention of Records:** The Administrator shall retain all records relating to the Agreement for **SIX (6)** years after the Local Government makes final payment and

all other pending matters are codes.

32. **Sealed Bids / Sealed Proposals:** All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the solicitation opening and the solicitation number if applicable.

33. **Statement Relative to Public Entity Crimes:** The Proposer is directed to the Florida Public Entity Crime Act 287.133, Florida Statutes, and the County's requirement that the successful Proposer comply with it in all respects prior to and during the term of the Agreement.

34. **Termination for Convenience:** The County reserves the right to cancel this Agreement by written notice to the Contractor effective the date specified in the notice, for any of the following reasons:

- The County has determined that such cancellation will be in the best interest of the County to cancel the Agreement for its own convenience.
- Funds are not available to cover the cost of the services. The County's obligation is contingent upon the availability of appropriate funds.

The Purchasing Manager shall give written notice of the termination to the Contractor specifying the reason for the Agreement termination and when termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated Work and on the date set in the Notice of Termination the Contractor will stop Work to the extent specified.

The County shall pay the Contractor under the following conditions:

- All costs and expenses incurred by the Contractor for work accepted by the County prior to the Contractor's receipt of the Notice of Termination.

Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

35. **Termination for Default:** The County shall be the sole judge of nonperformance, which shall include any failure on the part of the Contractor to accept the award, to furnish required documents, and/or to fulfill any portion of this Agreement within the time stipulated. Upon default by the Contractor to meet any term of this Agreement related Exhibit, the County will notify the Contractor to advise the County of its plan for corrective action to remedy the default within three (3) days (weekends and holidays excluded). The corrective action plan must be accepted by the County. Failure on the Contractor's part to correct the default within the approved time period shall result in the Agreement being terminated and the County notifying in writing to the Contractor of the effective date of the termination. The following shall constitute an act of default:

- Failure to perform the Work required under the Agreement and/or within the time required or failing to use the sub-contractors, entities, and personnel as identified and set forth, and to the degree specified in the Agreement.

- Failure to begin the Work under this Agreement within the time specified.
- Failure to perform the Work with sufficient workers to ensure timely completion.
- Neglecting or refusing to correct Work where prior work has been rejected as nonconforming with the terms of the Agreement.
- Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the successful firm incapable of performing the Work in accordance with and as required by the Agreement.
- Failure to comply with any of the terms of the Agreement.
- Failure to pay Subcontractors or others pursuant to Work done under this Agreement.

In the event of default, the Contractor shall pay any damages sustained by the County including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the County after costs are claimed and allowed. All documents prepared by the Contractor in connection with this Agreement will be the property of the County.

The County's Administration Department shall authorize payment to the Contractor, the costs and expenses for Work performed by the Contractor prior to receipt of the Notice of Termination; however, the County may withhold from amounts due the Contractor such sums as the Administrative Services Director deems to be necessary to protect the County against loss caused by the Contractor because of the default.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

DESOTO COUNTY
SPECIAL CONDITIONS

1. FEDERAL GRANT REQUIREMENTS:

This solicitation is being procured in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200.

Any resultant Agreement will be funded in full or in part by the State of Florida Department of Commerce (FloridaCommerce Federally Funded Community Development Block Grant Mitigation Program (CDBG-MIT) Subrecipient Agreement (FloridaCommerce Agreement No. MT041), attached hereto as Attachment A, and made part hereof.

Pursuant to Section 18 of the CDBG-MIT Subrecipient Agreement, the Contractor agrees:

i. the period of performance or date of completion;
ii. the performance requirements;
iii. that the contractor is bound by the terms of this Agreement;
iv. that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
v. that the contractor shall hold FloridaCommerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;

The Contractor further agrees to comply with the federal provisions related to grant funds attached hereto as Attachment B, and made part hereof.

2. INSURANCE REQUIREMENTS:

Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods and services:

Contractor, upon its part, agrees to protect, indemnify, save harmless, and ensure the County from any liability to any persons for injuries to the person, including homicide, or damage to property, resulting from the acts or omissions of the Contractor for performing its obligations under this contract. The parties expressly recognize that the relationship between the County and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant, or employee of the County. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by the County:

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of $500,000 each accident, $500,000 each employee, $500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:
The respondent shall maintain, during the life of the contract, commercial general liability insurance in the amount of at least $1,000,000 combined single limit. If such CGL contains a general aggregate limit, it shall apply separately to this project in the amount of $2,000,000. CGL insurance shall include broad form contractual liability insurance and coverage for independent contractors, bodily injury, property damage liability for premises, products, and completed operations, and personal injury.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:
The respondent shall maintain, during the life of the contract, comprehensive automobile liability insurance in the amounts of $500,000 combined single limit for bodily injury and property damage to protect the respondent from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the respondent or by anyone directly or indirectly employed by the respondent.

UMBRELLA LIABILITY:
Umbrella or Excess Liability Insurance of at least $5,000,000 per occurrence. Evidence of Insurance shall be furnished by the vendor to DeSoto County. Certificates of insurance are to be signed by a person authorized by the insurer to bind coverage on its behalf. DeSoto County is to be specifically included as additional insured on all policies except workers' compensation and Errors and Omissions insurance. If the vendor is exempt from workers' compensation requirements, they are to submit a DWC-252 Certificate of Exemption Form. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued 30 days prior to the expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by DeSoto County before the commencement of work activities.

PROFESSIONAL LIABILITY:
The respondent shall purchase and maintain Errors and Omissions insurance with minimum limits of $2,000,000 per occurrence. If a claims-made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

EVIDENCE OF INSURANCE:
Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of $ 500,000 Combined Single Limits, or to the extent and in such

amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the County as a named, additional insured, as well as furnishing the County with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Agreement. Said insurance coverage(s) procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the County, and that any other insurance, or self-insurance available to the County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

In the event the insurance coverage expires prior to the completion of the project, a renewal Certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the County before the commencement of any work activities.

3. BONDING REQUIREMENTS:

In accordance with 2 CFR §200.325 and the CDBG-MIT Subrecipient Agreement (Attachment A), the following bonding requirements shall apply to this construction contract:

- A Bid Guarantee from each bidder equivalent to five percent (5%) of the bid price. The bid guarantee must be a firm commitment in the form of a bid bond, certified check, or other negotiable instrument accompanying the bid.
- A Performance Bond in the amount of one hundred percent (100%) of the contract price.
- A Payment Bond in the amount of one hundred percent (100%) of the contract price.

These bonds must be executed by a surety company authorized to do business in the State of Florida and acceptable to the County. The Contractor shall submit all required bonds to the County prior to contract execution.

4. Work must begin no later than 10 days after the issuance of a Notice to Proceed, unless otherwise provided. The awarded Contractor will provide Construction Services for King & Baker Drainage System Replacement (FloridaCommerce Agreement No. MT041) and shall have ONE HUNDRED EIGHTY (180) calendar days for Substantial Completion with an additional THIRTY (30) calendar days for Final Completion for a maximum construction time of TWO HUNDRED TEN (210) calendar days.

5. The County may terminate this Agreement at its convenience with 10 days advance written notice to the Contractor.

6. It is the responsibility of the Proposer to contact the Purchasing Department prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain

all such addenda, and return executed addenda with the proposal. Any questions relative to interpretation of requirements, Scope of Services or proposal process shall be addressed in writing as indicated below. No inquires, if received within seven (7) days of the date set for the opening of bids, will be given consideration. **Oral answers will not be authoritative.**

7. DeSoto County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers are to be included as an additional Insured on both the Comprehensive General Liability and Comprehensive Automobile Liability. DeSoto County to be named insured as DeSoto County Board of County Commissioners. Insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage.

8. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Purchasing Department upon Notice of Award, prior to commencement. **For the purpose of identification, when submitting insurance, the Bid name and number must be included on the certificate.**

9. ADDITIONAL INFORMATION: Questions about the Agreement and technical portions of the proposal must be submitted in writing to the person listed below. Proposers are cautioned that any statements made by the Agreement and/or technical contact person that materially change any portion of the proposal document shall not be relied upon unless subsequently ratified by a formal written addendum to the proposal document. To find out whether the County intends to issue an addendum to the contact the person listed below. No contract or technical question will be accepted after seven (7) day prior to the date set for bid opening.

Direct inquiries to: Cindy Talamantez, CPPO, CPPB
Purchasing Director
DeSoto County Board of County Commissioners
Purchasing Department
201 East Oak Street, Suite 203
Arcadia, Florida 34266
863-993-4816 Office
863-993-4819 Fax
c.talamantez@desotobocc.com

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CERTIFICATION FORMS

Proposals will not be considered if the following documents and/or attachments are not completely filled out and/or submitted with the proposal.

- ✓ Completely Executed Bid Package (one (1) original, marked as such, two (2) copies, and one (1) electronic copy of full Bid on a flash drive.)
- ✓ Qualification Statement Form # 1
- ✓ Non-Collusion Affidavit of Prime Bidder Form # 2
- ✓ Drug-Free Workplace Form # 3
- ✓ Insurance Form # 4
- ✓ Indemnification Form # 5
- ✓ Sworn Statement Pursuant to Florida Statutes Section 287.133(3)(a) on Public Entity Crimes Form # 6
- ✓ Contracting with Minority and Women Business Enterprise (MWBE) Form #7
- ✓ Access to Records and Records Retention Form # 8
- ✓ E-Verify Responsibility and E-Verify Affidavit # 9
- ✓ Domestic Preference Form # 10
- ✓ SAM.GOV Registration-Debarment and Suspension Form # 11
- ✓ Conflicts of Interest Form # 12
- ✓ Section 3 Requirements # 13
- ✓ Labor Standards Compliance Form # 14
- ✓ Federal Grant Funded Clauses, inclusive of Appendix II to Part 200 # 15
- ✓ Human Trafficking Affidavit #16

EXHIBIT C

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Inliner Solutions, LLC
2531 Jewett Lane
Sanford, FL 32771

SURETY:
(Name, legal status and principal place of business)

Everest Reinsurance Company
100 Everest Way, Warren Corporate Center
Warren, NJ 07059
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

DeSoto County Board of County Commissioners
201 East Oak Street, Suite 203
Arcadia, FL 34266

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Project Number: 25-12-00; DeSoto County Community Development Block Grant Mitigation Program (CDBG-MIT) Construction Services for King & Baker Drainage System Replacement Project (DEO Agreement No. MT041)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of November, 2025.

Meghan Bedford
(Witness) Meghan Bedford, Witness

Emily Dunn
(Witness)

Inliner Solutions, LLC
(Principal) *(Seal)*

By: Thomas Gottsegen
(Title) CLO & Asst. Secretary

INLINER SOLUTIONS, LLC LIMITED LIABILITY SEAL May 1, 2002 INDIANA

Everest Reinsurance Company
(Surety) *(Seal)*

By: Victoria P. Lyons
(Title) Victoria P. Lyons, Attorney-in-Fact

Everest Reinsurance Company CORPORATE SEAL 1973 DELAWARE

S-0054/AS 8/10

everest™

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at 100 Everest Way, Warren Corporate Center, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint: Victoria P. Lyons

Bond No.: Bid Bond
Principal: Inliner Solutions, LLC
Obligee: DeSoto County Board of County Commissioners

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, *that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

RESOLVED, FURTHER, *that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

RESOLVED, FURTHER, *that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 22nd day of March 2023.

Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this **22nd of March 2023**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said Company, this 7th day of November 2025.

By: Sylvia Semerdjian, Assistant Secretary

ES 00 01 04 16

SECTION 3
BID PROPOSAL FORM

COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM (CDBG-MIT)
FUNDED (FLORIDACOMMERCE AGREEMENT NO. MT041)
CONSTRUCTION SERVICES FOR KING & BAKER DRAINAGE SYSTEM REPLACEMENT
INVITATION TO BID NO.: 25-12-00

Proposal of Inliner Solutions, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida doing business as Limited Liability Company*, to the DeSoto County Board of County Commissioners (hereinafter called "COUNTY").

In compliance with your Advertisement for BIDS, BIDDER hereby proposed to perform all WORK for the Construction Services for King & Baker Drainage System Replacement in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the process stated in the BID SCHEDULE.

By permission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto, certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within Two Hundred Ten (210) consecutive calendar days thereafter.

BIDDER acknowledges receipt of the following ADDENDA:

Number 1, dated 10/03/2025

Number 2, dated 10/30/2025

Number 3, dated 11/04/2025

Number _____, dated _____

Number _____, dated _____

Number _____, dated _____

*Insert "a corporation", "a partnership", or "an individual" as applicable.

This official Bid Form must be completed and used in submitting a Bid.
The Board reserves the right to accept or reject all Bids, or any parts thereof.

REVISED BID FORM

DESOTO COUNTY

CDBG-MIT FUNDED CONSTRUCTION SERVICES FOR KING & BAKER DRAINAGE SYSTEM REPLACEMENT

BID NO. 25-12-00ITB

BID OPTION 1

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNITS	PRICE PER UNIT ($)	COST ($)
1	Maintenance of Traffic	1	LS	$36,162.00	$36,162.00
2	Sediment Barrier - Staked Silt Fence	891	LF	$7.00	$6,237.00
3	Type C Ditch Bottom Inlet	6	EA	$6,230.00	$37,380.00
4	Type D Ditch Bottom Inlet	1	EA	$8,098.00	$8,098.00
5	Type H Ditch Bottom Inlet	12	EA	$9,967.00	$119,604.00
6	72" Manhole Conflict Box w/ Manhole Cover	3	EA	$15,574.00	$46,722.00
7	Trench Drain	18	LF	$1,869.00	$33,642.00
8	Riprap Ditch Lining	33	TN	$100.00	$3,300.00
9	Concrete Ditch Pavement, 4" Reinforced	362	SY	$112.00	$40,544.00
10	Mitered End Section, Optional Round, 18" SD	4	EA	$3,115.00	$12,460.00
11	Mitered End Section, Optional Round, 66" SD	1	EA	$21,803.00	$21,803.00
12	Pipe Culvert, Optional Material, Round, 18" SD	335	LF	$215.00	$72,025.00
13	Pipe Culvert, Optional Material, Round, 30" SD	20	LF	$306.00	$6,120.00
14	Single Post Sign, Relocate	4	EA	$623.00	$2,492.00
15	Single Post Sign, Furnish and Install, Ground Mount, Up to 12 ft	1	EA	$1,869.00	$1,869.00
16	Concrete Sidewalk, with Fiber Mesh, 4-inch Thick	1591	SY	$100.00	$159,100.00
17	Type B Stabilized Subgrade - 8-inch Thick	1910	SY	$15.00	$28,650.00
18	Type B Stabilized Subgrade - 12- inch Thick	78	SY	$30.00	$2,340.00
19	Mill Existing Asphalt Pavement	242	SY	$19.00	$4,598.00
20	Shell/Limerock Base, 8-inch Thick	78	SY	$75.00	$5,850.00
21	Asphaltic Concrete Type S-1	33	TN	$380.00	$12,540.00
22	Asphaltic Concrete Type S-3	14	TN	$432.00	$6,048.00
23	Thermoplastic, Standard, White, Solid 24" for Stop Bar	38	LF	$29.00	$1,102.00
24	Thermoplastic, Standard, White, Solid 12" for Crosswalk	245	LF	$9.00	$2,205.00
25	Performance Turf, Sod	3000	SY	$17.00	$51,000.00
26	Pedestrian Aluminum Guiderail	300	LF	$125.00	$37,500.00
27	Fencing - Remove and Replace Existing Chain-link	120	LF	$62.00	$7,440.00
28	Fencing - Remove and Replace Existing Wood	45	LF	$37.00	$1,665.00
29	Dewatering	1	LS	$70,713.00	$70,713.00
30	Pipe and Structure Desilting	3750	LF	$35.00	$131,250.00
31	Pre CCTV of Pipes and Structures	3750	LF	$2.00	$7,500.00
32	Post CCTV of Pipes and Structures	3750	LF	$1.00	$3,750.00
33	Pipe Lining	3750	LF	$640.00	$2,400,000.00
				BASE BID #1 COST SUBTOTAL	$3,381,709.00
101-1	Mobilization	1	LS	**SUBTOTAL**	$177,162.00
				BASE BID 1 PROJECT TOTAL	$3,558,871.00

BASE BID #1 PROJECT TOTAL

WRITE OUT AMOUNT:

Three Million Five Hundred Fifty-Eight Thousand Eight Hundred Seventy-One Dollars and Zero Cents

Company: Inliner Solutions, LLC

Address: 2531 Jewett Lane

City, State & Zip: Sanford, FL 32771

Signature: Thomas Cottsegen - CLO & Asst. Secretary

Email: Chris.currie@puriscorp.com

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

REVISED BID FORM CONT'D

DESOTO COUNTY

CDBG-MIT FUNDED CONSTRUCTION SERVICES FOR KING & BAKER DRAINAGE SYSTEM REPLACEMENT

BID NO. 25-12-00ITB

ALTERNATIVE (BASE) BID #1A - DRAINAGE SYSTEM REPLACEMENT WITH CURED IN PLACE PIPELINING

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNITS	PRICE PER UNIT ($)	COST ($)
3	**(DEDUCT)** Type C Ditch Bottom Inlet	6	EA	-$6,230.00	-$37,380.00
3.1	CIPP Lining of Type C Ditch Bottom Inlet Structures Lining	6	EA	$4,500.00	$27,000.00
4	**(DEDUCT)** Type D Ditch Bottom Inlet	1	EA	-$8,098.00	-$8,098.00
5.0	**(DEDUCT)** Type H Ditch Bottom Inlet	12	EA	-$9,967.00	-$119,604.00
5.1	CIPP Lining of Type H Ditch Bottom Inlet Structures Lining	12	EA	$5,000.00	$60,000.00
12	**(DEDUCT)** Pipe Culvert, Optional Material, Round, 18" SD	335	LF	-$215.00	-$72,025.00
12.1	18" CMP Pipe Desilting	335	LF	$23.00	$7,705.00
12.2	CCTV of 18" CMP	335	LF	$8.00	$2,680.00
12.3	18" CMP Pipe Lining	335	LF	$165.00	$55,275.00
				ALTERNATIVE (BASE) BID #1A COST SUBTOTAL	$-84,447.00
101-1	Mobilization	1	LS	**SUBTOTAL**	$177,162.00
				BASE BID #1 COST SUBTOTAL	$3,381,709.00
				ALTERNATIVE (BASE) BID #1A GRAND TOTAL	$3,474,424.00

NOTE: Alternative (Base) Bid #1A MUST be submitted in conjunction with the Base Bid #1.

ALTERNATIVE BASE BID #1A PROJECT TOTAL

WRITE OUT AMOUNT:

Three Million Four Hundred Seventy-Four Thousand Four Hundred Twenty-Four Dollars and Zero Cents

Company: Inliner Solutions, LLC

Address: 2531 Jewett Lane

City, State & Zip: Sanford, FL 32771

Signature: _____ Thomas Giottsiagen - CLO & Asst. Secretary

Email: Chris.currie@puriscorp.com

REVISED BID FORM CONT'D

DESOTO COUNTY

CDBG-MIT FUNDED CONSTRUCTION SERVICES FOR KING & BAKER DRAINAGE SYSTEM REPLACEMENT

BID NO. 25-12-00ITB

ALTERNATIVE (BASE) BID #2 - DRAINAGE SYSTEM REPLACEMENT WITH REINFORCED CONCRETE PIPE

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNITS	PRICE PER UNIT ($)	COST ($)
1	Maintenance of Traffic	1	LS	NO BID	NO BID
2	Sediment Barrier - Silt Fence	891	LF	NO BID	NO BID
3	Dewatering	1	LS	NO BID	NO BID
4	Type C Ditch Bottom Inlet	6	EA	NO BID	NO BID
5	Type D Ditch Bottom Inlet	1	EA	NO BID	NO BID
6	Type H Ditch Bottom Inlet	12	EA	NO BID	NO BID
7	72" Manhole Conflict Box w/ Manhole Cover	3	EA	NO BID	NO BID
8	Trench Drain	18	LF	NO BID	NO BID
9	Riprap Ditch Lining	33	TN	NO BID	NO BID
10	Concrete Ditch Pavement, 4" Reinforced	362	SY	NO BID	NO BID
11	Mitered End Section, Optional Round, 18" SD	4	EA	NO BID	NO BID
12	Mitered End Section, Optional Round, 66" SD	1	EA	NO BID	NO BID
13	Straight Concrete Endwall, 66", single, 0 degrees, round	1	EA	NO BID	NO BID
14	Pipe Culvert, Optional Material, Round, 18" SD	335	LF	NO BID	NO BID
15	Pipe Culvert, Optional Material, Round, 30" SD	20	LF	NO BID	NO BID
16	Pipe Culvert, Optional Material, Round, 66" SD	3750	LF	NO BID	NO BID
17	Single Post Sign, Relocate	4	EA	NO BID	NO BID
18	Single Post Sign, Furnish and Install, Ground Mount, Up to 12 ft	1	EA	NO BID	NO BID
19	Concrete Sidewalk, with Fiber Mesh, 4-inch Thick	1591	SY	NO BID	NO BID
20	Type B Stabilized Subgrade - 8-inch Thick	1910	SY	NO BID	NO BID
21	Type B Stabilized Subgrade - 12- inch Thick	78	SY	NO BID	NO BID
22	Mill Existing Asphalt Pavement	242	SY	NO BID	NO BID
23	Shell/ Limerock Base, 8-inch Thick	78	SY	NO BID	NO BID
24	Asphaltic Concrete Type S-1	33	TN	NO BID	NO BID
25	Asphaltic Concrete Type S-3	14	TN	NO BID	NO BID
26	Thermoplastic, Standard, White, Solid 24" for Stop Bar	38	LF	NO BID	NO BID
27	Thermoplastic, Standard, White, Solid 12" for Crosswalk	245	LF	NO BID	NO BID
28	Performance Turf, Sod	12,456	SY	NO BID	NO BID
29	Pedestrian Aluminum Guiderail	300	LF	NO BID	NO BID
30	Fencing - Remove and Replace Existing Chain-link	120	LF	NO BID	NO BID
31	Fencing - Remove and Replace Existing Wood	45	LF	NO BID	NO BID
	ALTERNATIVE (BASE) BID #2 COST SUBTOTAL				NO BID
101-1	Mobilization	1	LS	**SUBTOTAL**	NO BID
	ALTERNATIVE (BASE) BID #2 GRAND TOTAL				NO BID

ALTERNATIVE (BASE) BID 2 PROJECT TOTAL

WRITE OUT AMOUNT:

No Bid

Company: Inliner Solutions, LLC

Address: 2531 Jewett Lane

City, State & Zip: Sanford, FL 32771

Signature: _____ Thomas Gottsegen - CLO & Asst. Secretary

Email: Chris.Currie@puriscorp.com

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

BID SUMMARY FORM AND AWARD SELECTION CRITERIA

25-12-00ITB

The following table summarizes the bid options for this project. Please complete the corresponding bid forms for each option submitted. At the time of the bid opening, the bids will be reviewed as follows:

Bid Option	Description	Amount ($)	Amount in Words
Option 1	Base Bid	$ $3,558,871.00	Three Million Five Hundred Fifty-Eight Thousand Eight Hundred Seventy-One Dollars and Zero Cents
Option 1A	Alternative Bid: Cured-In-Place Pipelining	$ $3,474,424.00	Three Million Four Hundred Seventy-Four Thousand Four Hundred Twenty-Four Dollars and Zero Cents
Option 2	Alternative Bid: Reinforced Concrete Pipe	$ No Bid	No Bid

The County reserves the right to select the bid option that best serves the interests of the County. The award may be based on the lowest responsible and responsive bid for each option, or a combination of options. The County also reserves the right to adjust the scope of work, including the reduction of pipe replacement length or other bid items, to stay within the project budget.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

QUALIFICATIONS STATEMENT
(CERTIFICATION SUBMITTAL ONE)

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: **PURCHASING DEPARTMENT**
ADDRESS: **201 E. OAK STREET, SUITE 203**
ARCADIA, FLORIDA 34266

SUBMITTED BY: Inliner Solutions, LLC
NAME: Thomas Gottsegen
ADDRESS: 2531 Jewett Lane, Sanford, FL 32771
PRINCIPAL OFFICE: _____
_____
EMAIL: Chris.currie@puricorp.com

CIRCLE ONE

Corporation
Partnership
Individual
Joint Venture
Other – Limited Liability Company

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: Inliner Solutions, LLC

The address of the principal place of business is: 2531 Jewett Lane, Sanford, FL 32771

2. If the Offeror is a corporation, answer the following:

a. Date of Incorporation: 05/01/2002
b. State of Incorporation: Indiana
c. President's name: Michael Fegan
d. Vice President's name: _____
e. Secretary's name: Robert Hille
f. Treasurer: Laurie Rainey
g. Name and address of Resident Agent: CT Corporation System
1200 South Pine Island Road, Plantation, FL 33324

3. If Offeror is an individual or a partnership, answer the following:

a. Date of organization: N/A

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name?

3 Years

a. Under what other former names has your organization operated?

Granite Inliner, LLC, Layne Inliner, LLC, Reynold Inliner, LLC, Reynolds, Inc.

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration.

See Attached - Licenses & Prequalifications

8. Have you personally inspected the site of the proposed work?

Yes X No _____

9. Did you attend the Pre-Proposal Conference? Yes X No ____

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
No

11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.
No

12. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

COMPANY NAME	CONTACT	ADDRESS	
Pinellas County	Mark Demyan	22211 US Hwy 19 N Clearwater, FL	Email Mdemyan@pinellas.gov Telephone 727-464-4606
City of Orlando	Jacob Jenkins	1010 Woods Avenue Orlando, FL	Email Jacob.jenkins@cityororlando.net Telephone 407-246-2260
City of Bradenton	Kim Clayback	1411 9th Street W. Bradenton, FL	Email Kim.clayback@cityofbradentonfl.com Telephone 941-708-6300 x 224

13. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).
See Attached - Resumes

14. State the name of the individual who will have personal supervision of the services:

Richard Herrmann - PM, Marshall Mack - Superintendent

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

SIGNATURE

State of ~~Florida~~ Georgia
County of Dekalb

On this the 7 day of November, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared

Thomas Gottsegen and

(Name(s) of individual(s) who appeared before Notary)

whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ Georgia

NOTARY PUBLIC
SEAL OF OFFICE:

Newton County, Georgia
Notary Public
Meghan Bedford
My Commission Expires 7/11/2028

Meghan Bedford
(Name of Notary Public: Print, stamp, or type as commissioned.)

_____ Personally known to me, or

X Produced identification:

Drivers License

✓ DID take the oath, or

_____ DID NOT take the oath.

Inliner Solutions, LLC
Licenses Prequalifications

PURIS Entity Name	Authority	State	Type of License	Qualifier	Bidding Limit	Work Class	Status	License #	Expiration Date
Inliner Solutions, LLC	Indiana DOT	IN	DOT - Prequalification		$497,980,000.00	0290 Sewer and Pipe Cleaning and Lining	Active - Submitted	N/A	4/30/2025
Inliner Solutions, LLC	District of Columbia	DC	Basic Business License - General Business			General Business	Active	400324800593	9/30/2025
Inliner Solutions, LLC	District of Columbia	DC	Basic Business License - General Contactor's License			Class A	Active	410524000153	9/30/2025
Inliner Solutions, LLC	Houston Co, AL (Transfers to ALL Counties in AL)	AL	Business License - Section 84 (County)				Active	2503599	9/30/2025
Inliner Solutions, LLC	Frankfort, KY	KY	Business License				Active	0843244	10/15/2025
Inliner Solutions, LLC	Owensboro, KY - Daviess Co Fiscal Court	KY	Business License				Active	0008708	10/15/2025
Inliner Solutions, LLC	Franklin Co, KY	KY	Business License				Active	06-LAYNEIN100N NPS	10/15/2025
Inliner Solutions, LLC	Ohio	OH	Dept. of Administrative Services EEO Certificate of Compliance				Active	N/A	10/21/2025
Inliner Solutions, LLC	Utah DOT	UT	DOT - Prequalification		Unlimited: $510,406,400.00	Utilities: Water, Sewer	Active	N/A	10/28/2025
Inliner Solutions, LLC	Denver, CO	CO	ROW Sewer Contractor				Active	LIC244092	10/31/2025
Inliner Solutions, LLC	Chicago, IL	IL	General Contractor License		Unlimited	(A) All projects-no restrictions	Active	TGC112803 / GC112803-6	11/6/2025
Inliner Solutions, LLC	Rock Springs, WY	WY	Contractor License			General Contractor	Active	CR-25-03925	11/12/2025
Inliner Solutions, LLC	Greeley, CO	CO	Public Right of Way Contractor				Active	107842	11/14/2025
Inliner Solutions, LLC	Connecticut DOAS	CT	Construction Contractor Prequalification		Aggregate Work Capacity: $150,000,000 / Single Limit: $30,000,000	Sewer and Water Lines	Active	N/A	11/29/2025
Inliner Solutions, LLC	Maryland	MD	Business Contribution Disclosure System				Active	14002150	11/30/2025
Inliner Solutions, LLC	Utah	UT	Contractor License - Contractor with LRF	Joseph Moya / Eric Haenlein		S410 - Boiler, Pipeline, Waste and Cond. / E100	Active	8095385-5501	11/30/2025
Inliner Solutions, LLC	Broomfield (City & County), CO	CO	Contractor License			GenC	Active	OL-25-13782	12/3/2025
Inliner Solutions, LLC	Englewood, CO	CO	Contractor License / Registration			E04 - Special	Active	E22-0081	12/10/2025
Inliner Solutions, LLC	Louisiana	LA	Contractor Commercial License	Eric Haenlein		Business and Law, Municipal and Public Works Construction / Highway, Street & Bridge Construction	Active	40086	12/17/2025
Inliner Solutions, LLC	West Virginia	WV	Contractor License	Eric Haenlein		C: General Engineering	Active	WV058093	12/21/2025
Inliner Solutions, LLC	Mead, CO	CO	Business License				Active	2022106	12/31/2025

Inliner Solutions, LLC
Licenses Prequalifications

PURIS Entity Name	Authority	State	Type of License	Qualifier	Bidding Limit	Work Class	Status	License #	Expiration Date
Inliner Solutions, LLC	Evansville-Vanderburgh County, IN	IN	Contractor License	Aaron T (Tyson) Crandall		Underground Utilities Contract	Active	29671	12/31/2025
Inliner Solutions, LLC	Franklin, KY	KY	Business License				Active	135973	12/31/2025
Inliner Solutions, LLC	Town of Mountain View, CO	CO	Business License & Sales Tax License				Active	N/A	12/31/2025
Inliner Solutions, LLC	Littleton, CO	CO	Contractor License	Christian Brown	Unlimited	Class M: Municipal ROW	Active - Submitted	AEC000214	12/31/2025
Inliner Solutions, LLC	Dothan, AL	AL	Business License				Active	42510	12/31/2025
Inliner Solutions, LLC	Montgomery, AL	AL	Business License				Active	202500003615 / 9355048-BUS	12/31/2025
Inliner Solutions, LLC	Chicago, IL	IL	CDOT Public Way License				Active	PWW206029	12/31/2025
Inliner Solutions, LLC	Baton Rouge, LA	LA	Occupational License Tax				Active	00906725	12/31/2025
Inliner Solutions, LLC	Louisville, CO	CO	Prequalification			Pipe Lining	Active	N/A	12/31/2025
Inliner Solutions, LLC	Tennessee DOT	TN	DOT - Prequalification		N/A	DRNG ENGR ERTH INCI SLIP	Active	N/A	12/31/2025
Inliner Solutions, LLC	Northglenn, CO	CO	ROW registration			Utility	Active	24-ROW-0146	12/31/2025
Inliner Solutions, LLC	Evansville, IN	IN	Responsible Bidding Prequalification				Active	None	12/31/2025
Inliner Solutions, LLC	North Carolina	NC	Public Utilities Contractor	Eric Simpson	Unlimited	PU (Water Lines & Sewer Lines)	Active	51977	12/31/2025
Inliner Solutions, LLC	Bozeman, MT	MT	Business License				Active	25-00044211	12/31/2025
Inliner Solutions, LLC	Pueblo, CO	CO	Use Tax Only License			L2	Active	27809	12/31/2025
Inliner Solutions, LLC	Aspen, CO	CO	Business License and Sales Tax License			Construction / Trades	Active	011294	12/31/2025
Inliner Solutions, LLC	Chicago, IL	IL	Sewer / Drainlayer Contractor	Eric Haenlein		Construction	Active	3298	12/31/2025
Inliner Solutions, LLC	State Board of Registration for Professional Engineers	WV	Certificate of Authorization				Active	N/A	12/31/2025
Inliner Solutions, LLC	Albany, GA	GA	Occupational Tax Certificate / Business License				Active	AB23-000134	12/31/2025
Inliner Solutions, LLC	Cherry Creek Valley, CO	CO	Contractor/Plumber License				Active	N/A	12/31/2025
Inliner Solutions, LLC	Tucker, GA	GA	Business License / Occupational Tax Certificate				Active	2025-0640	12/31/2025
Inliner Solutions, LLC	Kentucky DOT	KY	DOT - Prequalification		$500,000.00	I24 Storm Drainage & Storm Sewer	Active	B-2025 03709	12/31/2025

Inliner Solutions, LLC
Licenses Prequalifications

PURIS Entity Name	Authority	State	Type of License	Qualifier	Bidding Limit	Work Class	Status	License #	Expiration Date
Inliner Solutions, LLC	Cordele, GA	GA	Business License (Contractor, Out-of-Town)				Active	241895	12/31/2025
Inliner Solutions, LLC	Cuyahoga County, OH	OH	Sewer Builder's License				Active	15917	12/31/2025
Inliner Solutions, LLC	Great Falls, MT	MT	Non Resident Vendor-Contractor				Active	NRV-0036969-2025	12/31/2025
Inliner Solutions, LLC	Great Falls, MT	MT	Contractor License Verification - Contractor				Active	LV-003970-2025	12/31/2025
Inliner Solutions, LLC	North Washington Street Water and Sanitation District	CO	Contractor License				Active	N/A	1/1/2026
Inliner Solutions, LLC	West Virginia DOT	WV	DOT - Prequalification			675	Active	N/A	1/1/2026
Inliner Solutions, LLC	City of Fort Collins, CO	CO	ROW Contractor License			Utility	Active	ROW-2400007	1/19/2026
Inliner Solutions, LLC	Westminster, CO	CO	Contractor License			D - Public Way Contractor	Active	1902126	1/31/2026
Inliner Solutions, LLC	Grand Rapids, MI	MI	Contractor's Prequalification			W18A - Sewer Rehab - Cleaning, W18C - Sewer Rehab - Relining, W18E - Sewer Rehab - TV	Active	N/A	2/1/2026
Inliner Solutions, LLC	Jacksonville, FL	FL	Prequalification for Construction Work in Excess of $500,000			Horizontal Construction & Environmentally Sensitive Park Projects	Active	N/A	2/9/2026
Inliner Solutions, LLC	Arvada, CO	CO	Municipal Contractor's License / Contractor Right of Way			Municipal General Contractor	Active	AEC7802	2/11/2026
Inliner Solutions, LLC	Kansas DOT	KS	EEO Renewal				Active	N/A	2/15/2026
Inliner Solutions, LLC	Nebraska	NE	Contractor Registration				Active	82184-25	2/18/2026
Inliner Solutions, LLC	South Carolina DOT	SC	DOT - Prequalification		N/A		Active	1LA040	2/28/2026
Inliner Solutions, LLC	North Dakota	ND	Contractor License		Unlimited	Class A	Active	000041834	3/1/2026
Inliner Solutions, LLC	Fairfax County, VA	VA	Business Professional & Occupational License			Contractor / Contracting	Active	2506301	3/1/2026
Inliner Solutions, LLC	Arlington, VA	VA	Business License / Occupational Tax Certificate			Classification: 64, Contractors	Active	BLC-1001417310-02	3/1/2026
Inliner Solutions, LLC	Richmond, VA	VA	Business License				Active	28509	3/1/2026
Inliner Solutions, LLC	Thornton, CO	CO	Contractor License			Class D: Excavation / Grading	Active	EXC202500343	3/4/2026
Inliner Solutions, LLC	Baltimore (City), MD	MD	Prequalification		$40,000,000.00	B02552 - Sewer Construction & G90099 Lining Sewers and Drains via Cured In-Place Pipe	Active	11359	3/6/2026
Inliner Solutions, LLC	Cheyenne, WY	WY	Building Contractor/ Trade License (Class Q.S. C-2/Sewer & Water Main	Christian Brown		Class Q.S. C-2/Sewer & Water Main	Active	CT-26-37881	3/8/2026

Inliner Solutions, LLC
Licenses Prequalifications

PURIS Entity Name	Authority	State	Type of License	Qualifier	Bidding Limit	Work Class	Status	License #	Expiration Date
Inliner Solutions, LLC	Cheyenne, WY	WY	Building Contractor/ Trade License (Class Q.S. D/Earthworks)	Christian Brown		Class Q.S. D/Earthworks	Active	CT-26-37880	3/8/2026
Inliner Solutions, LLC	Greenwood Village, CO	CO	Individual Trade Contractor (D) License			Right of Way (D)	Active	OL-19-04519	3/14/2026
Inliner Solutions, LLC	Fort Wayne, IN	IN	Affirmative Action Plan				Active	N/A	3/14/2026
Inliner Solutions, LLC	Centennial, CO	CO	Professional License Certificate			Contractor / Utility	Active	CL-29453	3/31/2026
Inliner Solutions, LLC	Massachusetts DOT	MA	DOT - Prequalification		$1,000,000.00	Sewer and Water	Active	G197-5	3/31/2026
Inliner Solutions, LLC	Alabama	AL	General Contractor License	Grandfathered	Unlimited	MU: Municipal and Utility	Active	37074	3/31/2026
Inliner Solutions, LLC	New Hampshire DOT	NH	DOT - Prequalification			Pipe Lining	Active	N/A	3/31/2026
Inliner Solutions, LLC	Clear Creek Valley Water & San District	CO	Contractor License & Permit - Continuous Bond				Active	N/A	4/1/2026
Inliner Solutions, LLC	Tiptonville, TN	TN	Business Tax License				Active	0000000361	4/15/2026
Inliner Solutions, LLC	Florence, KY	KY	Occupational License				Active	324428	4/15/2026
Inliner Solutions, LLC	Mayfield, KY	KY	Business License				Active	Lic: 735/ Acct: 17486034	4/15/2026
Inliner Solutions, LLC	Kenton County & Cities, KY	KY	Occupational License				Active	51332200	4/15/2026
Inliner Solutions, LLC	Boone County, KY	KY	Business License				Active	11950	4/15/2026
Inliner Solutions, LLC	Humboldt, TN	TN	Business Tax License				Active	2026 110800	4/15/2026
Inliner Solutions, LLC	Washington	WA	Contractor registration				Active	INLINSL763DD	4/17/2026
Inliner Solutions, LLC	System for Award Management (SAM)		Vendor Registration				Active	Unique Entity ID: N9NTF4514XH7 / CAGE: 3VYS8	4/18/2026
Inliner Solutions, LLC	Maryland	MD	Business License - Construction firm				Active	16359723	4/30/2026
Inliner Solutions, LLC	Tennessee	TN	Bureau of Workers Comp - Drug Free Workplace Certification				Active	N/A	4/30/2026
Inliner Solutions, LLC	Anderson, SC	SC	Business and Professional License			Non-Resident Contractor	Active	500059179	4/30/2026
Inliner Solutions, LLC	Illinios DOT	IL	DOT - Prequalification		Super Unlimited	012: Drainage	Active	759C	4/30/2026
Inliner Solutions, LLC	Baltimore County, MD	MD	Prequalification		Bonding capacity	F6, F8	Active	Vendor # 001134 / Number: 23-03-006 REV	4/30/2026
Inliner Solutions, LLC	Greenville, SC	SC	Contractor License	N/A		237130 Utility & Related Construction NR	Active	2025-18601	4/30/2026

Inliner Solutions, LLC
Licenses Prequalifications

PURIS Entity Name	Authority	State	Type of License	Qualifier	Bidding Limit	Work Class	Status	License #	Expiration Date
Inliner Solutions, LLC	Brighton, CO	CO	Business License			Contractor - Class D/E	Active	CL-1120	5/8/2026
Inliner Solutions, LLC	Ohio	OH	Affirmative Action Program Verification				Active	N/A	5/14/2026
Inliner Solutions, LLC	Lake County, TN	TN	Business Tax License				Active	0003078	5/15/2026
Inliner Solutions, LLC	Loudon Co., TN	TN	Business Tax License				Active	58367	5/15/2026
Inliner Solutions, LLC	Memphis & Shelby County, TN	TN	Business Tax License				Active	250002385	5/15/2026
Inliner Solutions, LLC	Obion Co., TN	TN	Business Tax License				Active	1001854740	5/15/2026
Inliner Solutions, LLC	Anderson Co., TN	TN	Business Tax License				Active	1001855833	5/15/2026
Inliner Solutions, LLC	Loudon City, TN	TN	Business Tax License				Active	1001859420	5/15/2026
Inliner Solutions, LLC	Troy, TN	TN	Business Tax License				Active	1001851899	5/15/2026
Inliner Solutions, LLC	Gibson County, TN	TN	Business Tax License				Active	1001774063	5/15/2026
Inliner Solutions, LLC	Chattanooga, TN	TN	Business Tax Standard License				Active	1001616782	5/15/2026
Inliner Solutions, LLC	Illinois Procurement Gateway (IPG)	IL	Vendor Registration				Active	IPG-0670953	5/15/2026
Inliner Solutions, LLC	Greeneville, TN	TN	Business License				Active	N/A	5/15/2026
Inliner Solutions, LLC	Weakley County, TN	TN	Standard Business Tax License				Active	150666	5/15/2026
Inliner Solutions, LLC	Hamilton County, TN	TN	Standard Business Tax License				Active	1001623903	5/15/2026
Inliner Solutions, LLC	Greene County, TN	TN	Business Tax License				Active	0498193	5/15/2026
Inliner Solutions, LLC	Knox County, TN	TN	Standard Business Tax License				Active	1001545685	5/15/2026
Inliner Solutions, LLC	Knoxville, TN	TN	Standard Business Tax License				Active	103876568	5/15/2026
Inliner Solutions, LLC	Metro Nashville/Davidson County, TN	TN	Business Tax License				Active	174580	5/15/2026
Inliner Solutions, LLC	Dresden, TN	TN	Business Tax Standard License				Active	101792461	5/15/2026
Inliner Solutions, LLC	Sumner County, TN	TN	Business Tax Standard License				Active	1001041748	5/15/2026
Inliner Solutions, LLC	Norris, TN	TN	Business Tax License				Active	1001859334	5/15/2026
Inliner Solutions, LLC	Iowa	IA	Contractor Registration				Active	C119639	5/16/2026

Inliner Solutions, LLC
Licenses Prequalifications

PURIS Entity Name	Authority	State	Type of License	Qualifier	Bidding Limit	Work Class	Status	License #	Expiration Date
Inliner Solutions, LLC	Federal Heights, CO	CO	Contractor License			GEN	Active	150063	5/30/2026
Inliner Solutions, LLC	LaCrosse, WI	WI	Bidders Proof of Responsibility for Sewer Rehabilitation, Sanitary & Storm Sewer Construction		$563,394,000.00		Active	N/A	5/31/2026
Inliner Solutions, LLC	Colorado DOT	CO	DOT - Prequalification		$5,000,000.00		Active	Vendor: 1810	5/31/2026
Inliner Solutions, LLC	Ohio DOT	OH	DOT - Prequalification		$1,390,970,000.00	35. Drainage (culvert, misc)	Active	APP-08974	5/31/2026
Inliner Solutions, LLC	Arkansas	AR	Commercial Contractor license	Eric Haenlein, Eric Simpson	Unlimited	Municipal & Utility Construction	Active	0197170524	5/31/2026
Inliner Solutions, LLC	Texas	TX	Master Plumber	Paul Gilbride		WSPS; Med Gas	Active	39470	5/31/2026
Inliner Solutions, LLC	Adams County, CO	CO	General Contractor License			Class D	Active	GEN22-0572	6/17/2026
Inliner Solutions, LLC	Arapahoe Co BOC	CO	ROW Permit / License Bond for the County Right of Way Permit				Active	N/A	6/24/2026
Inliner Solutions, LLC	Wheat Ridge, CO	CO	Municipal Contractor License			Class A	Active	MCL-332	6/26/2026
Inliner Solutions, LLC	Virginia DOT	VA	DOT - Prequalification		Prequalified (Probationary)	045 - Underground Utilities	Active	R961	6/30/2026
Inliner Solutions, LLC	Florida DOT	FL	DOT - Prequalification		$1,179,350,000.00	Pipe Desilting, Video Pipe Inspection, and Pipe Liner	Active	F010684682002	6/30/2026
Inliner Solutions, LLC	Bedford Park, IL	IL	Business Regulation Certificate			Service	Active	325	6/30/2026
Inliner Solutions, LLC	Ohio	OH	Certificate of Workers Compensation				Active	01422305	7/1/2026
Inliner Solutions, LLC	Kansas DOT	KS	DOT - Prequalification		$3,000,000.00	Y. Miscellaneous: Sewer Rehab	Active	Vendor# 00029	7/1/2026
Inliner Solutions, LLC	Cheyenne, WY	WY	Building Contractor/Trade License (Class D Earthworks)			Class D Earthworks	Active	BUCT-29134	7/10/2026
Inliner Solutions, LLC	Cheyenne, WY	WY	Building Contractor/ Trade License (Class C-2 - Sewer/Water Main)			Class C-2 - Sewer/Water Main	Active	BUCT-29126	7/10/2026
Inliner Solutions, LLC	Tennessee	TN	Contractor License	Jimmie McManis, Jr., Derick Eagan, Kenneth Zinser, Eric Simpson	Unlimited	MU-A; MU-A.2; MU-C; MU-D	Active	49715	7/31/2026
Inliner Solutions, LLC	Indiana DLGF	IN	Guaranteed Energy Savings Qualified Provider				Active	N/A	8/1/2026
Inliner Solutions, LLC	Indiana DOA	IN	Prequalification Certificate - Construction Services			1623.04 Sewer Maintenance & Rehabilitation	Active	N/A	8/1/2026
Inliner Solutions, LLC	Columbus, OH	OH	Construction Prequalification				Active	N/A	8/2/2026
Inliner Solutions, LLC	Mississippi	MS	Contractors License	Eric Simpson		Municipal and Public Works Construction	Active	13717-MC	8//25/2026

Inliner Solutions, LLC
Licenses Prequalifications

PURIS Entity Name	Authority	State	Type of License	Qualifier	Bidding Limit	Work Class	Status	License #	Expiration Date
Inliner Solutions, LLC	Florida	FL	Certified Underground Utility & Excavation Contractor	Eric Simpson			Active	CUC1225229	8/31/2026
Inliner Solutions, LLC	St. Louis Sewer District, MO	MO	Construction Prequalification		None	Cured-In-Place Pipe (CIPP) and Pipe and Manhole Rehabilitation	Active	N/A	8/31/2026
Inliner Solutions, LLC	Columbus, OH	OH	Sewer Contractor License	Eric Haenlein			Active	S00097	8/31/2026
Inliner Solutions, LLC	Delaware	DE	Contractor Registration				Active	DE-2022-000006592	9/1/2026
Inliner Solutions, LLC	Greeley, CO	CO	Business License				Active	101982	9/9/2026
Inliner Solutions, LLC	Boulder, CO	CO	Contractor License			Right-Of-Way	Active	LIC-0011001-ROW	9/29/2026
Inliner Solutions, LLC	Lee County, FL	FL	Business Tax License	Eric Simpson			Active	1088946	9/30/2026
Inliner Solutions, LLC	Broward County, FL	FL	Business Tax License	Eric Simpson			Active	CUC1224477 / 189-5563	9/30/2026
Inliner Solutions, LLC	Sanford, FL	FL	Business Tax Receipt / Contractor	Eric Simpson			Active	CTRL #: BTR19-031029	9/30/2026
Inliner Solutions, LLC	Polk County, FL	FL	Business Tax License	Eric Simpson			Active	Acct: 203915	9/30/2026
Inliner Solutions, LLC	Idaho	ID	General Contractor License	Eric Haenlein		Unlimited	Active	076689	9/30/2026
Inliner Solutions, LLC	Seminole County, FL	FL	Business Tax License	Eric Simpson			Active	159592	9/30/2026
Inliner Solutions, LLC	Pinellas Park, FL	FL	Business Tax License	Eric Simpson		Commercial Construction	Active	156635	9/30/2026
Inliner Solutions, LLC	Aurora, CO	CO	Right of Way Contractor - Supervisor	Reid Sutherland			Active	2023 2378982 00 SL	9/30/2026
Inliner Solutions, LLC	Aurora, CO	CO	Right of Way Contractor				Active	2025 2556983 00 CL	10/1/2026
Inliner Solutions, LLC	South Carolina	SC	General Contractor License	Eric Haenlein & Eric Simpson	Unlimited	Water & Sewer Lines - WL5	Active	CLG.107212	10/31/2026
Inliner Solutions, LLC	Denver, CO	CO	D - Drainlayer Supervisor	Christian Brown			Active	CERT00001995	10/31/2026
Inliner Solutions, LLC	North Carolina DOT	NC	DOT - Prequalification			001510, 001550, 000099	Active	N/A	10/31/2026
Inliner Solutions, LLC	Indiana DOA	IN	Prequalification Certificate - Professional Design Services			Civil Engineer Site Development & Road Design	Active	N/A	11/14/2026
Inliner Solutions, LLC	Delaware	DE	Active Business License - Non-Resident Contractor				Active	2014600378	12/31/2026
Inliner Solutions, LLC	Indianapolis, IN	IN	Contractor License				Active	GL1200230	12/31/2026
Inliner Solutions, LLC	Indianapolis, IN	IN	Agent	Eric Haenlein			Active	GA1300222	12/31/2026
Inliner Solutions, LLC	Indianapolis, IN	IN	Agent	Denise McClanahan			Active	GA1300229	12/31/2026

Inliner Solutions, LLC
Licenses Prequalifications

PURIS Entity Name	Authority	State	Type of License	Qualifier	Bidding Limit	Work Class	Status	License #	Expiration Date
Inliner Solutions, LLC	Indianapolis, IN	IN	Agent	Terry Bell			Active	GA2201180	12/31/2026
Inliner Solutions, LLC	Indianapolis, IN	IN	Agent	Jimmie McManis, Jr			Active	GA2201181	12/31/2026
Inliner Solutions, LLC	Indianapolis, IN	IN	Agent	Sara Grogan			Active	GA2201191	12/31/2026
Inliner Solutions, LLC	Indianapolis, IN	IN	Agent	Sam Byler			Active	GA2301965	12/31/2026
Inliner Solutions, LLC	Thornton, CO	CO	Prequalification for Contracts over $500k			Sanitary Sewer Rehabilitation	Active	N/A	12/31/2026
Inliner Solutions, LLC	Cobb Co., GA	GA	Prequalification of Contractors for CIPP Rehabiltiation				Active	N/A	12/31/2026
Inliner Solutions, LLC	New Castle County Dept of Public Works	DE	Prequalification			E. Sanitary Sewers (d) Trenchless Sewer Rehabilitation	Active	PQ #4398	1/22/2027
Inliner Solutions, LLC	New Mexico	NM	Contractor License	QP: Eric Haenlein (415026)	$1000000.00+	GF09	Active	415025	1/31/2027
Inliner Solutions, LLC	Carroll County, MD	MD	Prequalification		$100,000,000.00	C: Drainage & Storm Drains / 2.4. Trenchless rehabilitation of storm drains by trenchless technology methods & M: Utilities / 3. Cleaning, relining and rehabilitation of sanitary sewers	Active	24-002	2/1/2027
Inliner Solutions, LLC	Arizona	AZ	Contractor License	Eric Haenlein		A-General Enginnering	Active	ROC 357358	2/28/2027
Inliner Solutions, LLC	Aurora, CO	CO	Business License		N/A	238990-All Other Specialty Trade Contractors	Active	S20000021-0001	3/7/2027
Inliner Solutions, LLC	New Jersey	NJ	Public Works Contractor Registration				Active	656668	4/1/2027
Inliner Solutions, LLC	Delaware DOT	DE	DOT - Registration for Construction Contractors				Active	FEIN#	4/28/2027
Inliner Solutions, LLC	Nevada	NV	Contractor License	Eric Haenlein	Unlimited	A-15 Sewers, Drains and Pipes	Active	0093603	4/30/2027
Inliner Solutions, LLC	Georgia	GA	Utility Contractor	Eric Haenlein			Active	UC301235	4/30/2027
Inliner Solutions, LLC	Georgia	GA	Utility Foreman License	Kurt Johnston			Active	UF205723	4/30/2027
Inliner Solutions, LLC	Georgia	GA	Utility Foreman License	Jacob Jenkins			Active	UF205694	4/30/2027
Inliner Solutions, LLC	Georgia	GA	Utility Manager License	Eric Haenlein			Active	UM102811	4/30/2027
Inliner Solutions, LLC	Miami-Dade Co, FL	FL	Misc. Constrution Contracts (MCC) Program - 7360 Plan & ERT Program				Active	N/A	5/1/2027
Inliner Solutions, LLC	Montana	MT	Contractor Registration - Bid Only Certificate				Active	202790	5/26/2027
Inliner Solutions, LLC	Rhode Island	RI	Underground Utility License	Eric Haenlein		Underground Utility Contractor	Active	UU-44295	6/3/2027

Inliner Solutions, LLC
Licenses Prequalifications

PURIS Entity Name	Authority	State	Type of License	Qualifier	Bidding Limit	Work Class	Status	License #	Expiration Date
Inliner Solutions, LLC	California	CA	Public Works Contractor Registration				Active	2000011351	6/30/2027
Inliner Solutions, LLC	Virginia	VA	Contractor License	Eric Haenlein	No Limit	Highway / Heavy (H/H)	Active	2705115461	6/30/2027
Inliner Solutions, LLC	Harford, MD	MD	Prequalification		$30M each/$150M aggregate (not to exceed bonding capacity)	D4	Active	N/A	6/30/2027
Inliner Solutions, LLC	Georgia DOT	GA	DOT - Prequalification		$1,970,200,000.00	Primary: 660, Secondary: 550	Active	Vendor #17496	6/30/2027
Inliner Solutions, LLC	Pennsylvania DOT	PA	DOT - Prequalification		$1,009,069,800.00	H1: Incidental Construction: Pipe and Culvert Cleaning / Regular	Active	014616	6/30/2027
Inliner Solutions, LLC	Columbus, OH	OH	Contractor Compliance Certification (Office of Diversity and Inclusion - ODI)				Active	CC-000027	7/23/2027
Inliner Solutions, LLC	Denver (City & County), CO	CO	Prequalification		$10,000,000.00	1E2 - Sewer Rehabilitation	Active	N/A	7/31/2027
Inliner Solutions, LLC	Lakewood, CO	CO	Contractor License			D Municipal	Active	22833	8/28/2027
Inliner Solutions, LLC	California	CA	Contractor License	Eric Haenlein (RME)		A-General Enginnering	Active	1058332	9/30/2027
Inliner Solutions, LLC	Fort Wayne, IN	IN	Prequalification for CIPP Projects			Small, Medium and Large Diameter	Active	N/A	12/31/2027
Inliner Solutions, LLC	Georgia DOT	GA	Qualified Maintenance Contractor			Drainage Rehabiltiation, Repair, Replacement, & Misc. Maintenance Srvices	Active	48400-410-0000043083-105	4/18/2028
Inliner Solutions, LLC	Illinois	IL	Department of Human Rights Current, Eligible Bidder / Vendor				Active	117039-00	5/28/2029
Inliner Solutions, LLC	WSSC Water	MD	Prequalification - Water IDIQ Prequalification Program for Sewer Rehabilitation, Replacement and/or Relocation Project OR Sewer and Manhole Repairs			Group A	Active	N/A	2/7/2030
Inliner Solutions, LLC	JEA	FL	Responsible Bidders List			WM4: Trenchless Line Rehabilitation (CIPP, Pipebursting, Sliplining)	Active	N/A	Periodically - 2/28/2027
Inliner Solutions, LLC	Lone Tree, CO	CO	Business License				Active	Act: 14604	DOES NOT EXPIRE
Inliner Solutions, LLC	Washington	WA	Business License				Active	604572274	DOES NOT EXPIRE
Inliner Solutions, LLC	Douglasville-Douglas County Water & Sewer Authority	GA	Approved Contractor List				Active	None	DOES NOT EXPIRE
Inliner Solutions, LLC	Philadelphia, PA	PA	Commercial Activity License				Active	967191	DOES NOT EXPIRE

JUSTIN **HARRIS**

Regional Vice President

EXPERIENCE
10 years

YEARS WITH INLINER SOLUTIONS
<1 year

Mr. Harris is an operations and facilities leader with over 10 years of proven success record in providing purpose, direction, and motivation in a customer service experience environment. Mr. Harris' experience includes management of multifunctional teams, continuous shift operations, capital improvement projects, general and preventative maintenance, building, grounds, and horticulture services. Mr. Harris possesses the strong ability to provide clear goals and a commonsense approach to the delivery of service and increase facility efficiency through quality control, team management and development, budgeting, safety management, and strategic planning.

As Regional Vice President of Inliner Solutions, LLC, Harris provides executive level leadership and oversight of all operations. He is tasked with building teams, casting vision, and then developing those teams and team members to execute the strategic plan and advance the business. That leadership has resulted in substantial revenue growth and geographic expansion without compromising quality or safety.

RESPONSIBILITIES

- Oversight of Georgia and Florida offices for Inliner Solutions, LLC
- Oversight of strategic planning, pursuit review, estimating and bidding, equipment, productivity, capital expenditures, R&D, and overall business profitability
- Technical assistance for unique field installations
- Final decision-maker for policy and procedures
- Enforces policies and best practices

LANCE **NELSON**

Construction Manager

EXPERIENCE
15 years

YEARS WITH INLINER SOLUTIONS
13 years

TRAINING & CERTIFICATION
OSHA 10
CPR
Confined Space
Erosion Control
Excavation
Small Hydraulic Crane
ATTSA Mot Advanced
Smith Driving System
Move Smart Training
CDL Class B Tanker

Mr. Nelson has been with Inliner Solutions, LLC since 2009. He is a dynamic, dedicated, and proficient Construction Manager with experience in directing and supervising full-cycle and close out projects. Mr. Nelson is an excellent communicator and team builder with a strategic focus on safety, quality and compliance while being detailed oriented and cost conscious to achieve accuracy and efficiency. His core competencies are Strategic Problem Solving, Interpersonal Skills, "Zero Accident" Safety Mindset, Project Management, Quality Consciences and Leadership & Team Building. His experience ranges from job costing, scheduling self-performing crews and subcontractors work, and overall management and oversite of the project.

As a Construction Manager, he is responsible for providing leadership, oversight and strategic direction to the Chief Estimator, Project Managers, Superintendents, and ancillary construction business managers to ensure profitability.

RESPONSIBILITIES

- Partner with the Regional/Area Managers and Group Construction Manager to establish coreestimating and construction competencies within the Region/Area to ensure operational efficiency standards are met.
- Coordinate the recruiting, staffing and development of construction and estimating personnel to ensure the team "delivers the goods" in its construction business.
- Oversee total construction effort to ensure project is constructed in accordance with design, budget, and schedule. Includes interfacing with client representatives, A/E representatives, union officials, subcontractors, and security.
- Plan, coordinate and/or supervise activities of all company personnel on assigned project(s) to be certain work is completed under budget and on schedule.
- Authorize and approve all project personnel transactions (hiring, transfers, wages, etc.), purchase requisitions, change requests, to ensure corporate/business unit objectives are met.
- Ensure all company, client, and project policies, procedures, and standards are followed for adherence to core values.
- Maintain official project log and documentation files to track project status.
- Analyze training needs and opportunities and work with the OD Department to ensure needs are met.
- Understand, support, and comply with corporate safety initiatives to ensure a safe work environment.

REPRESENTATIVE EXPERIENCE

CIPP Lining Experience

- Over 5,000 LF of 8"-24" diameter for Orange County Storm, Seminole County, Volusia County, Brevard County, Bay County, JEA, and Dade County.
- Over 500 LF of 24" diameter and larger for Orange County Storm, Seminole County, Volusia County, Brevard County, Bay County, JEA, and Dade County.
- Over The Hole and On-Site Wet Out Installations performed in Virgina on 1,400 LF of 54" diameter and in Kentucky on 1,300 LF of 72" diameter.

Pipe Bursting Experience

- Over 5,000 LF of 8"-12" diameter
- Over 500 LF of 15" diameter or larger

Geopolymer Lining Experience

- Projects including unique requirements for setup and execution (i.e. wetland area, airport, industrial, installation lengths of 750' or more, bypass of 18" diameter and larger, etc.)

RICHARD **HERRMANN**

Project Manager

EXPERIENCE
18 years

YEARS WITH INLINER SOLUTIONS
<1 year

EDUCATION
BS – Civil Engineering – Cleveland State University, OH

TRAINING & CERTIFICATION
OSHA 30
Fundamentals of Engineering

Mr. Herrmann has been with Inliner Solutions, LLC since 2024 and has over 18 years of combined construction experience. As a Project Manager, he supervises and facilitates the construction phase of projects by directly managing subcontractors and providing oversight and project support for production, safety, quality, and project management standards. In addition, he works directly with field crews and subcontractors to meet expected production rates and establishes effective rapport with clients to ensure their satisfaction by communicating daily with Inspectors and Engineers

RESPONSIBILITIES

- Lead foreman in the field directly responsible for 3-5 laborers on crew; primary jobsite contact
- Conducts daily Take-5's; reviewing tasks for the day and job site hazards ensuring that crew adheres to Company safety policies
- Instructs and trains new hires on installation of various rehab methods
- Expert knowledge of all equipment and maintenance of Company assets
- Accurately tracks time, production footages, and job-related expenses, charging to appropriate budget codes

REPRESENTATIVE PROJECTS

Emergency CIPP – Monterey Road | Stuart, FL

APRIL 2024 – APRIL 2024 | 654 LF | 10"- 12" CIPP | $52,406.00

Urgent, emergency contract consisting of 335 linear feet of 10" and 319 linear feet of 12" diameter CIPP lining of sanitary sewers. Other ancillary work included traffic control and manhole rehabilitation.

PROFESSIONAL EXPERIENCE PRIOR TO INLINER

United Survey | Cleveland, OH

June 2019 – June 2024

Served as Area Manager overseeing all aspects of project management, project administration, and estimating on small and large sewer rehab projects, having also been involved in daily operations, research and equipment/software procurement.

Independence Excavating, Inc. | Independence, OH

August 2017 – June 2019

Served as Project Manager and Estimator on major demolition projects.
Select Achievements:
USG Conveyor Demolition - $228,584
IUOE Local 18 Building Demolition - $362,213
NASA B24 Demolition - $391,538
NASA B35 Demolition - $1,500,744
AEP Alexandria, Indiana-Area Demolition and Environmental Remediation of Three Substations - $1,270,843

MARSHALL **MACK**
Superintendent

EXPERIENCE
13 years

YEARS WITH INLINER SOLUTIONS
9 years

TRAINING & CERTIFICATION
CPR
First Aid
Confined Space Training

Mr. Mack has been with Inliner Solutions, LLC since 2016 and has over 13 years of combined construction experience. As a superintendent, he supervises and facilitates the construction phase of projects by directly managing subcontractors and providing oversight and project support for production, safety, quality, and project management standards. In addition, he works directly with field crews and subcontractors to meet expected production rates and establishes effective rapport with clients to ensure their satisfaction by communicating daily with Inspectors and Engineers.

RESPONSIBILITIES

- Lead foreman in the field directly responsible for 3-5 laborers on crew; primary jobsite contact
- Conducts daily Take-5's; reviewing tasks for the day and job site hazards ensuring that crew adheres to Company safety policies
- Instructs and trains new hires on installation of various rehab methods
- Expert knowledge of all equipment and maintenance of Company assets
- Accurately tracks time, production footages, and job-related expenses, charging to appropriate budget codes

REPRESENTATIVE PROJECTS

2024 Storm Project 23-07-MCA-ILS PO 240706| Margate, FL

MARCH 2024 - SEPT 2024 | 4,338 LF | 15"- 30" CIPP | $643,272.00

Project consisted of 375 linear feet of 15", 929 linear feet of 18", 500 linear feet of 21", 1,023 linear feet of 24", and 1,511 linear feet of 30" diameter CIPP lining of storm sewers.

As Needed Install CIPP Lining for Sanitary Wastewater infrastructure Assets (23-0270)| Jupiter, FL

JAN 2023 – SEPT 2023 | 25,514 LF | 8"- 12" CIPP | $1,125,000.00

Project consisted of 23,020 linear feet of 8", 549 linear feet of 10", and 1,945 linear feet of 12" diameter sanitary sewers on an on-call, as-needed basis.

Project Name | City, State

JUNE 2022 – JUNE 2023 | 3,000 LF | 8" CIPP | $130,500.00

Project consisted of 3,000 linear feet of 8" diameter CIPP lining of sanitary sewers.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SIMPSON, ERIC

INLINER SOLUTIONS, LLC
2531 JEWETT LANE
SANFORD FL 32771

LICENSE NUMBER: CUC1225229

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/12/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Secretary's Certificate of

Inliner Solutions, LLC

(The "Company")

The undersigned hereby certifies, on behalf of the Company, as follows:

1) He is the duly elected and qualified President and Chief Executive Officer:
2) The following individuals are the duly elected and qualified officers the company, (each an "Officer" and collectively the "Officers") elected by the Board of Directors of the Company of occupying the positions set forth next to their respective names below:

Michael Fegan – President and Chief Executive Officer
Robert Hille II – Chief Financial Officer and Secretary
Shaun Kologinczak - Chief Operating Officer and Assistant Secretary
Thomas Gottsegen – Chief Legal Officer and Assistant Secretary
Denise McClanahan - Chief Strategy Officer and Assistant Secretary
Laurie Rainey - Treasurer
Terry Bell - Assistant Secretary
Andrew Warner - Assistant Secretary
Jimmie McManis - Assistant Secretary
Michael Smyth - Assistant Secretary
Marc Towne - Assistant Secretary
Justin Harris - Assistant Secretary

3) Each of the Officers is duly authorized, on behalf of the Company, to bid upon and enter into any competitive contract (each a "Bid" and collectively the "Bids") related to the Company's business, and is hereby authorized, on behalf of the Company, to execute and deliver any contacts, agreements or documents required in connection with any such Bid (such authority conferred on the Officers the Board of Directors of the Company effective February 20, 2025.)

Michael Fegan

By:_____

Michael Fegan, President and Chief Executive Officer

Dated: February 20, 2025

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
(CERTIFICATION SUBMITTAL TWO)

State of Georgia
County of Dekalb

Thomas Gottsegen, being first duly sworn, deposes and says that:

1. he/she is CLO & Asst. Secretary of Inliner Solutions, LLC, the Bidder that has submitted the attached Bid;
2. he/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
5. The qualifications quoted in the attached Bids as well as subsequent negotiated prices, following evaluation and of the firms' qualifications by the County, are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: _____

Title: CLO & Asst. Secretary

Subscribed and sworn to before me this 07 day of November, 2025

_____
Notary Public

My Commission Expires: July 11, 2028

Newton County, Georgia
Notary Public
Meghan Bedford
My Commission Expires 7/11/2028

DRUG-FREE WORKPLACE FORM
(CERTIFICATION SUBMITTAL THREE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies:

That Inliner Solutions, LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employee for violations of such prohibition
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature Thomas Gottsegen
CLO & Asst. Secretary

11/07/2025
Date

Inliner Solutions, LLC
Company Name

INSURANCE
(CERTIFICATION SUBMITTAL FOUR)

By signing below the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the Bidder will provide all insurance coverage as required in ITB #25-12-00.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The County will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of the County

Bidder (signature)	11/07/2025 Date
Thomas Gottsegen Name of Authorized Representative	Inliner Solutions, LLC Company Name

INDEMNIFICATION
(CERTIFICATION SUBMITTAL FIVE)

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the County, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) to the extent arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the County, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the County, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance of the Contractor of the last payment shall be a release to the County and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the County or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: _____
Signature of Owner or Officer
Thoms Gottsegen - CLO & Asst. Secretary

DATE: 11/07/2025 ATTEST: _____
Corporate Secretary or Witness
Robert Hille - CFO & Secretary

407-421-5283
Organization Phone Number

STATE OF: Georgia

COUNTY OF: Dekalb

The foregoing instrument was acknowledged before me this 07 day November of 20 25 by Thomas Gottsegen, of Inliner Solutions, LLC (Company Name).

He/She is personally known to me or has produced Drivers License as identification, and did X /did not ____ take an oath.

_____
Signature of Notary

Newton County, Georgia
Notary Public
Meghan Bedford
My Commission Expires 7/11/2028

_____ (Seal)
Printed Name of Notary

My Commission Expires: July 11, 2028

SWORN STATEMENT PURSUANT TO
FLORIDA STATUTES SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES
(CERTIFICATION SUBMITTAL SIX)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to DeSoto County, FL [print name of the public entity] by Thomas Gottsegen - CLO & Asst. Secretary for _____
[print individual's name and title]

Inliner Solutions, LLC
[print name of entity submitting sworn statement]

whose business address is 2531 Jewett Lane, Sanford, FL 32771

and its Federal Employer Identification Number (FEIN) or Social Security Number (SSN)

of the individual signing this sworn statement is 01-0684682.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or

- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36

months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

_X_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attached is a copy of the final order]

This Space Left Blank Intentionally

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

STATE OF Georgia

COUNTY OF Dekalb

The foregoing instrument was acknowledged before me on this 07 day of November, 20 25 by Thomas Gottsegen

who is personally known to me and who X did / _____ did not take an oath.

Signature of Notary

Newton County, Georgia
Notary Public
Meghan Bedford
My Commission Expires 7/11/2028

Meghan Bedford (Seal)
Printed Name of Notary

My Commission Expires: July 11, 2028

CONTRACTING WITH MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)
(CERTIFICATION SUBMITTAL SEVEN)

By signing below the Bidder is stating that they fully understand the Minority/Woman-owned Business Enterprises (MWBE) requirements for the project and if awarded will adhere to 2 CFR 200.321(b)(6), and the requirements in ITB #25-12-00, in hiring any subcontractors, if applicable.

DeSoto County is an Equal Employment Opportunity employer and makes it a priority to ensure minority and women owned business enterprises are extended every opportunity to participate in procurement opportunities the County offers for projects and services. The County takes all necessary affirmative steps, as outlined in 2 CFR 200.321, to assure that minority owned businesses, women owned business enterprises, and labor surplus area firms are used when possible.
For this procurement and all federally funded procurements, the County shall:

- Maintain an updated solicitation list of all qualified minority and women owned business enterprises in DeSoto County and the counties in the same surrounding regional area to DeSoto County;
- Utilize the services provided by the Florida Office of Supplier Diversity and its website to maintain and update the County's minority and women owned business enterprises solicitation;
- Directly solicit by mail, phone, fax, or email all applicable vendors on the County's qualified minority and women business enterprises list providing them with notification of the procurement opportunity the County is offering;
- When economically feasible and allowable, the County will divide total requirements into smaller tasks or quantities to permit maximum participation by small and minority owned businesses, and women's owned business enterprises. (such divisions or reductions shall not be allowed to circumvent requirement thresholds for bonding or insurance);
- Where requirements and schedules of funding entities permit flexibility, establish delivery schedules which encourage participation by small and minority owned businesses, and women owned business enterprises.

In instance where procured prime contractor will utilize subcontractors, the prime contractor shall take affirmative steps, as outlined above, to assure that minority owned businesses, women owned business enterprises, and labor surplus area firms are used as subcontractors when possible.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder (signature)	11/07/2025 Date
Thomas Gottsegen Name of Authorized Representative	Inliner Solutions, LLC Company Name

ACCESS TO RECORDS AND RECORDS RETENTION CLAUSE
(CERTIFICATION SUBMITTAL EIGHT)

By signing below the Bidder is stating that they fully understand the Access to Records and Records Retention requirements for the project and if awarded the Bidder will ensure compliance with the requirements and as required in ITB #25-12-00, and as outlined below:

ACCESS TO RECORDS

1. The County, FloridaCommerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of the Bidder, which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions as they may relate to this Agreement.

2. PUBLIC RECORDS ACCESS:
    a. The Bidder shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S.
    b. The Bidder shall keep and maintain public records required to perform the services under this Agreement.
    c. This Agreement may be unilaterally canceled by the County for refusal by the Bidder to either provide public records to the County upon request, or to allow inspection and copying of all public records made or received by the Bidder in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
    d. If the Bidder meets the definition of "contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
        i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Bidder of the request, and the Bidder must provide the records to the County or allow the records to be inspected or copied within a reasonable time. If the Bidder fails to provide the public records to the County within a reasonable time, the Bidder may be subject to penalties under s. 119.10, F.S.
        ii. Upon request from the County's custodian of public records, the Bidder 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
        iii. The Bidder shall identify and ensure that all 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 term and following completion of the Agreement if the Bidder does not transfer the records to the County.
        iv. Upon completion of the Agreement, the Bidder shall transfer, at no cost to County, all public records in possession of the Bidder or keep and maintain public records required by the

County to perform the services under this Agreement. If the Bidder transfers all public records to the County upon completion of the Agreement, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Agreement, the Bidder shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to County, upon request from the County's custodian of public records, in a format that is accessible by and compatible with the information technology systems of County.

e. If the Bidder has questions regarding the application of Chapter 119, Florida Statutes, to the Bidder's duty to provide public records relating to this agreement, contact the County's custodian of public records by telephone at 863-993-4800, by email at s.altman@desotobocc.com or at the mailing address below:

DeSoto County Board of County Commissioners
Attention: Public Records Custodian
201 East Oak Street, Suite 201
Arcadia, Florida 34266

RETENTION OF RECORDS

1. The Bidder shall retain all records relating to this contract for six (6) years after the County makes final payment and all other pending matters are closed.
2. If any litigation, claim, or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Bidder (signature)	11/07/2025 Date
Thomas Gottsegen - CLO & Asst. Secretary Name of Authorized Representative	Inliner Solutions, LLC Company Name

E-VERIFY RESPONSIBILITY

(CERTIFICATION SUBMITTAL NINE)

By signing below the Bidder states that they fully understand the E-Verify requirements outlined in (Section 448.095 Florida Statute and under Executive Order 11-116) and for the project and if awarded the Bidder will provide all E-Verify documentation as required in ITB #25-12-00.

As a condition precedent to entering into an Agreement, and in compliance with Section 448.095, Fla. Stat., the Bidder, and its subcontractors, shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. The Bidder shall provide the County and require each of its subcontractors to provide the Bidder, with an affidavit (Exhibit B) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Bidder shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of its Agreement with the County.

b. The County, Bidder, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the Bidder otherwise complied, shall promptly notify the Bidder and the Bidder shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. the Bidder acknowledges that upon termination of this Agreement by the County for a violation of this section by Bidder, the Bidder Administrator may not be awarded a public contract for at least one (1) year. The Bidder further acknowledges that they are liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

e. Subcontracts. The Bidder or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The Bidder shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Bidder (signature)	11/07/2025 Date
Thomas Gottsegen - CLO & Asst. Secretary Name of Authorized Representative	Inliner Solutions, LLC Company Name

DESOTO COUNTY
CONTRACTOR/CONSULTANT/VENDOR
E-VERIFY AFFIDAVIT

STATE OF Georgia

COUNTY OF Dekalb

BEFORE ME, the undersigned authority, appeared Thomas Gottsegen, who first being duly sworn hereby swears or affirms as follows:

1. I make this affidavit on personal knowledge.
2. I am over the age of 18 years and otherwise confident to make this Affidavit.
3. I am the CLO & Asst. Secretary of Inliner Solutions, LLC (the "Contractor/Consultant/Vendor").
4. I am authorized by Board of Directors to make this Affidavit on behalf of Contractor/Consultant/Vendor.
5. Contractor/Consultant/Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.
6. Contractor/Consultant/Vendor acknowledges that Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.
7. Contractor/Consultant/Vendor is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
8. Contractor/Consultant/Vendor understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with DeSoto County.
9. Contractor/Consultant/Vendor's subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
10. Contractor/Consultant/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.
11. Neither the Contractor/Consultant/Vendor, nor any subcontractor of Contractor/Consultant/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.

12. If the Contractor/Consultant/Vendor, or any subcontractor of Contractor/Consultant/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with DeSoto County, it shall provide immediate notice thereof to DeSoto County.

Signature of ~~Affiant~~
on behalf of Contractor/Vendor

By: Thomas Gottsegen
As its: Chief Legal Officer & Asst. Secretary
Dated: 11/07/2025

STATE OF Georgia
COUNTY OF Dekalb

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 07 day of November, 2025, by Thomas Gottsegen, on behalf of Inliner Solutions, LLC, who is personally known to me or who has produced Drivers License as identification.

Newton County, Georgia
Notary Public
Meghan Bedford
My Commission Expires 7/11/2028

Print Name: Meghan Bedford
Notary Public of the State of ~~Florida~~ Georgia

My Commission Expires: July 11, 2028

DOMESTIC PREFERENCE

(CERTIFICATION SUBMITTAL TEN)

By signing below the Bidder is stating that they fully understand the Domestic Preference requirements as outlined in 2 CFR 200.322(a) for the project and if awarded the Bid will ensure compliance with the regulation and as required in the regulation and ITB #25-12-00.

The County, as appropriate and to the extent consistent with law, shall, to the greatest extent practicable under its Federal awards, require a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The County shall include these requirements in all subawards including all contracts and purchase orders for work or products under its Federal awards. These provisions shall primarily be applicable to procurements of construction bidding, construction contracting and construction work. Secondarily, these provisions shall set standards for grant administration and project engineering firms to ensure the incorporation of these requirements in projects documents and oversite of the construction contractor to ensure compliance with the Domestic Preference requirements.

Construction Procurements and Awards

Procurements for Federally funded construction services shall include a requirement that the bidder and selected construction contractor agree to execute a contract including the Domestic Preference provisions and additionally require that said contractor adhere to the Domestic Preference provisions outlined in the construction bidding specifications and contract provisions incorporating the requirements of 2 CFR 200.322(a).

Project Engineering Procurements and Awards

Procurements for Federally funded engineering services shall include a requirement that the Bidder and selected engineering firm incorporate Domestic Preference provisions in construction bidding specifications and contract specifications and shall also include a requirement that the engineering firm provide oversite to ensure the construction contractor adheres to the Domestic Preference requirements during implementation of the construction work.

Grant Administration Procurements and Awards

Procurements for Federally funded grant administration services shall include a requirement that the Bidder and selected firm provide oversite of construction specifications and implementation of construction work to ensure the inclusion of the Domestic Preference requirements are adhered to.

Bidder (signature)	11/07/2025 Date
Thomas Gottsegen - CLO & Asst. Secretary Name of Authorized Representative	Inliner Solutions, LLC Company Name

SAM.GOV REGISTRATION - DEBARMENT AND SUSPENSION
(CERTIFICATION SUBMITTAL ELEVEN)

By signing below the Bidder states that they fully understand the requirement that they must be registered with the System for Award Management (SAM.GOV). The Bidder additionally understands and acknowledges they are ineligible for contracting under this ITB #25-12-00 if their names, and or parties are listed as debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. Furthermore, the BIDDER

a. Contract(s) awarded as a result of this Invitation to Bid, is/are covered transaction for the purposes of 2 C.F.R. Part 180, 2 C.F.R. Part 3000, 24 C.F.R. Part 570.609, 24 C.F.R. Part 5.105 (c), 2 C.F.R. Part 2424, and Appendix II to Part 200 (h). As such the BIDDER is required to verify that none of the BIDDER, 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).

b. The BIDDER must comply with 2 C.F.R. Part 180, Subpart C, 2 C.F.R. Part 3000, Subpart C, 24 C.F.R. Part 570.609, 24 C.F.R. Part 5.105 (c), 2 C.F.R. Part 2424, and Appendix II to Part 200 (h), and must include a requirement to comply with these regulations in any lower-tier transaction it enters into.

c. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the BIDDER did not comply with 2 C.F.R. Part 180, Subpart C, 2 C.F.R. Part 3000, Subpart C, 24 C.F.R. Part 570.609, 24 C.F.R. Part 5.105 (c), 2 C.F.R. Part 2424, and Appendix II to Part 200 (h) in addition to remedies available to the State of Florida and the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, 2 C.F.R. Part 3000, Subpart C, 24 C.F.R. Part 570.609, 24 C.F.R. Part 5.105 (c), 2 C.F.R. Part 2424, and Appendix II to Part 200 (h) 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.

Additionally, the Bidder understands they may be precluded from award of contracting under this ITB #25-12-00 if they deemed by the evaluation committee to not be a responsible vendor based on their work history, references, other problems, such as completing projects in a timely manner or failures to implement their work on past projects as outlined in those scopes of work for such projects.

Bidder (signature)	11/07/2025 Date
Thomas Gottsegen - CLO & Asst. Secretary Name of Authorized Representative	Inliner Solutions, LLC Company Name

CONFLICTS OF INTEREST

(CERTIFICATION SUBMITTAL TWELVE)

By signing below the Bidder states that they fully understand the requirements, as outlined in 2 CFR 200.319(b) that prohibits contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for Bids must be excluded from competing for such procurements. If the Bidder developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for Bids for the work outlined in this ITB #25-12-00, the Bidder may not be considered for work under this ITB.

The Bidder hereby attests and certifies that they did not participate in the development or drafting of this ITB.

The Bidder understands and is committed to declaring any real or perceived conflicts of interest to the County.

The Bidder understands that in the event of a conflict of interest, either actual or perceived the County staff and/or members of the:

- Publicly declare the conflict,
- Abstain from any participation in the said procurement(s), including drafting ITB, Bid evaluation, ranking, voting on, or awarding, and
- Member of the County Commission shall complete Form 8B.

Bidder (signature)	11/07/2025 Date
Thomas Gottsegen - CLO & Asst. Secretary Name of Authorized Representative	Inliner Solutions, LLC Company Name

SECTION 3 REQUIREMENTS
(CERTIFICATION SUBMITTALS THIRTEEN)

By signing below the Bidder is stating that they fully understand the Section 3 requirements as outlined in 24 CFR 75 and required under the project served by ITB # 25-12-00. If awarded, the Bidder will ensure compliance with the regulation, and will complete and provide required certifications and reports (see pages following) and maintain and provide documentation of the same to the County, as required. The Bidder will additionally ensure that its subcontractors provide the required certifications and reports (see pages following) and maintain and provide documentation as requested and required.

Under CDBG Subrecipient Agreements executed between the County and FloridaCommerce (previously DEO) on or before November 30, 2020, Section 3 requirements are applicable to all Vendors, including construction, grant administration and project engineering. Under CDBG Subrecipient Agreements executed between the County and FloridaCommerce (previously DEO) after November 3, 2020, the Section 3 requirements apply only to construction procurements and contracts.

The Bidder understands, under both of the above period scenarios, that if awarded a contract for Construction services under this ITB #25-12-00, they will be responsible as outlined above and will additionally be required to ensure that specifications, contracts, and certifications for the procurement of and contracting with construction contractors includes and complies with the required Section 3 requirements. The Bidder shall additionally include the following Section 3 clause in each construction contract over $100,000.00 and will also include language in each construction specifications and contract requiring the Prime Construction Contractor to include Section 3 requirements and the Section 3 clause in its subcontracts, if applicable.

SECTION 3 CLAUSE

All Section 3 covered contracts and subcontracts must include the following clause:

I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the

LABOR STANDARDS COMPLIANCE
(CERTIFICATION SUBMITTAL FOURTEEN)

Requirements, instructions, and Labor Standards guidance are outlined in detail in pages 10-18 of these CDBG Supplemental Conditions. By signing below the Contractor/Bidder certifies that they have read, fully understand, and shall comply with the Labor Standards requirements and shall govern and implement this contract as follows:

- Davis Bacon Act requiring the Contractor to:
  - Pay prevailing wages,
  - If more than one wage decision is included in the contract, pay worker for worker classification under the appropriate wage decision [example: If a project involves sewer and street improvements and the pay rate for a laborer classification is different under the Street (street improvements) than it is under the Heavy (sewer improvements), the contractor shall pay the labor the rate for the work being completed during the pay period],
  - Provide weekly certified payrolls during the contract period (whether work is done or not),
  - Document Fringe Benefits,
  - Properly document, if applicable, participation in of any acceptable training programs for workers Contractor designates as apprentices or helpers,
  - Request additional classifications from the City/County for worker classifications that are not included in the wage decision(s),
  - Promptly report any under payment to workers,
  - Promptly pay restitution (including time and a half for hours in excess of 40 hours per week) to workers not paid the Federal wage rate and provided the City/County a signed worker certification and cancelled check documenting the restitution was paid,
  - Post the Wage Decisions in a visible spot at the work site, and
  - Post Davis-Bacon poster (WH-1321) in a visible location at the work site,
- The Copeland "Anti-Kickback" Act, requiring the Contractor to:
  - Not withhold pay amounts (deductions) to lower a worker's hourly rate,
  - Provide detailed documentation (examples: State of Florida mandated child support, proof of health insurance payments, repayment of pre-paid loans to workers, etc.) of any and all worker deductions to verify compliance.
- The Contract Work Hours and Safety Act, requiring the Contractor to:
  - Pay time and half to workers for hours worked in excess of forty (40) hours per week, and
  - Pay liquidated damages at a rate of $32 per calendar day for instances when time and a half was not paid to workers working in excess of forty (40) hours per week.
- Health and Safety, requiring the Contractor to:
  - Ensure that No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

V. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Bidder (signature)	11/07/2025 Date
Thomas Gottsegen - CLO & Asst. Secretary Name of Authorized Representative	Inliner Solutions, LLC Company Name

PRIME CONTRACTOR CERTIFICATION REGARDING SECTION 3 COMPLIANCE

Project Name: DeSoto County – King and Baker Drainage Project

CDBG Contract Number: MT041

Prime Contractor Name: Inliner Solutions, LLC Phone: 407-421-5283

Authorized Representative: Thomas Gottsegen Email: Chirs.currie@puriscorp.com

I, Thomas Gottsegen, having authority to make certain contractual certifications for Inliner Solutions, LLC (hereby known as "our firm", do hereby certify that our firm will comply with the Section 3 requirements and will follow the required prioritization of efforts for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below. As a contractor submitting bids or Bids to the **County,** under this Federally funded project, we understand that our firm is required to certify that they will comply with the requirements of Section 3.

We certify, that under this contract, our firm will make best efforts toward Section 3 goals by prioritizing our efforts to meet or exceed the following established Section 3 safe harbor benchmark goals:

1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;
   Section 3 Labor Hours/Total Labor Hours = 25%

And

2) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.
   Targeted Section 3 Labor Hours/Total Labor Hours = 5%

We acknowledge and certify that it is our firm's responsibility to implement efforts to achieve Section 3 compliance under this contract. Additionally, we acknowledge that if our firm does not meet the Section 3 benchmarks, it is our responsibility to demonstrate why meeting the benchmarks was not feasible.

Furthermore, we acknowledge and certify that should our firm not meet the safe harbor requirements during this contractual period, our firm will provide evidence that we have made qualitative efforts, including, but not limited to the outreach measures outlined within the **County's** Section 3 Policy, toward providing assistance to low and very low-income persons with employment and training opportunities.

We are completing this certification prior to the commencement of work on the project. We certify our firm after completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

EMPLOYMENT AND TRAINING

Under the **County's** Section 3 Program, our firm shall make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

Provide employment and training opportunities to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located in the priority order listed below:

1) Section 3 workers residing within the service area or the neighborhood of the project, and

2) Participants in YouthBuild programs.

Additionally, we certify that our firm will and has made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

CONTRACTING

Under the **County's** Section 3 Program, our firm understands that our firm must make best efforts to awarding subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

1) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is located in the following order of priority (*where feasible*):
    a) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
    b) YouthBuild programs.

REPORTING

We affirm and acknowledge that our firm will complete and deliver to the **County** all:

- Pre-contract certifications for our firm and any and all subcontractor(s) we contract with;
- If applicable, certifications and supporting documentation for our firm and any subcontractor(s) we contract with attesting to our/their status as a Section 3 Business Concern;
- Employee Self Certifications and supporting documentation for employees of our firm and employees of any and all subcontractor(s) we contract with for this project;
- Monthly Section 3 Reports from our firm that report accomplishments toward Section 3 goals as wells as the qualitative efforts made by our firm toward achieving these goals;
- Monthly Section 3 Reports from our sub-contractor(s) that report accomplishments toward Section 3 goals as wells as the qualitative efforts made by our sub-contractor(s) toward achieving these goals;
- Annual Section 3 Reports from our firm that report accomplishments toward Section 3 goals as wells as the qualitative efforts made by our firm toward achieving these goals; and
- Annual Section 3 Reports from our sub-contractor(s) that report accomplishments toward Section 3 goals as wells as the qualitative efforts made by our sub-contractor(s) toward achieving these goals.

Signed and certified this 07 day of November, 2024.

Name of Authorized Signed, Title
Name of Construction Contractor Company
Thomas Gottsegen -
CLO & Asst. Secretary

CONTRACTOR SECTION 3 PLAN

(Contractor) agrees to implement affirmative steps to comply with the Section 3 requirements set forth at 24 CFR 75 directed at increasing the utilization of lower income residents and businesses within **DeSoto County, Florida**

A. To implement Section 3 requirements by seeking the assistance of local officials in determining the exact boundaries of the applicable project area.

B. To attempt to recruit from within the City/County the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exits.

D. To insert this Section 3 plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

E. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.

F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.

G. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

H. To list all permanent workforce for this project by job title.

I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

As officers and representatives of Inliner Solutions, LLC

_____(Name of Bidder)

We, the undersigned, have read and fully agree to the above and become a party to the full implementation of this program.

_____ Signature
Thomas Gottsegen

Chief Legal Officer & Asst. Secretary Title 11/07/2025 Date

CERTIFICATION OF BIDDER
REGARDING SECTION 3
AND SEGREGATED FACILITIES

Inliner Solutions, LLC

Name of the Proposed Contractor

DeSoto County – Hurricane Irma Baker King Drainage Improvement Project

Project Name

MT041

CDBG Agreement Number

The undersigned hereby certifies that:

a. Section 3 provisions are included in the Contract.

b. A written Section 3 plan was prepared and submitted as part of the bid proceedings

c. No segregated facilities will be maintained.

Signature

11/07/2025

Date

Signer Name Thomas Gottsegen

Title Chief Legal Officer & Asst. Secretary

Contractor Permanent Workforce Form

Form A1

This form is used to determine the Section 3 Workers already employed by the bidding contractor.
Section 3 Worker Certification (Form A2) is needed for all employees working on site.

Employee Name	Job Title	Certified Section 3 Worker		Monthly Salary	Salary Below 80% of Median	
		YES	NO		YES	NO
N/A		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐
		☐	☐		☐	☐

I certify the above employees are permanent employees of Inliner Solutions, LLC. I certify the above employees are on our regular monthly payroll and have their W-2 tax forms for our records. These records will be available to the City/county for the above referenced project for verification purposes. I understand that falsifying information is perjury and subject to legal ramifications.

Thomas Gottsegen - CLO & Asst. Secretary
Print Name

Signature

11/07/2025
Date

Section 3 Worker Certification
Form A2

A Section 3 Worker seeking the preference in training and employment provided by this part shall certify or submit evidence to the recipient contractor or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CFR 75.

Worker Name: N/A

Household Income Guidelines:

Place a check mark beside the number of people in your (the worker's) household.

Place Check	Household/ Family Size	Income Limit
☐	1	
☐	2	
☐	3	
☐	4	
☐	5	
☐	6	
☐	7	
☐	8	

Income limits can be found at https://www.huduser.gov/portal/datasets/il.html

Place a check mark beside any of the following that apply below: N/A

☐ My income for the previous year was below the amount next to the household/family size I checked on the table above.

☐ I am employed by a Section 3 business concern.

☐ I am a YouthBuild participant.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation.

Signature Thomas Gottsegen - CLO & Asst. Secretary

11/07/2025
Date

Section 3 Business Concern Certification Form

Form B1

To Self-Certify as a Section 3 Business your company/firm per 24 CFR 75, must meet one of the listed categories below. You must provide that supporting documentation with this form to be properly and completely confirmed as a Section 3 business.

N/A

Section 3 Business Category	Additional Required Data	Category Selection
It is at least 51 percent owned by low- or very low-income persons	Proof of ownership showing all owners and their percentages and a completed Section 3 Self-Certification form for all low- and very low-income owners	☐
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification for all low- and very low-income workers you list	☐
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Worker Self Certification form for all public housing and/or Section 8 owners	☐

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Signature: _____ Date Signed: 11/07/2025

Print Name: Thomas Gottsegen Title: CLO & Asst. Secretary

Company Name: Inliner Solutions, LLC

Address: 2531 Jewett Lane, Sanford, FL 32771

Telephone Number: 403-421-5283

Section 3 Business Owner Certification

Form B2

A business owner seeking Section 3 Business Certification shall certify and submit this form in conjunction with the Section 3 Business Self-Certification form.

Owner Name: PURIS, LLC

Percent Ownership of Business: 100%

Household Income Guidelines: N/A

Place a check mark beside the number of people in your (the owner's) household.

Place Check	Household/ Family Size	Income Limit
☐	1	
☐	2	
☐	3	
☐	4	
☐	5	
☐	6	
☐	7	
☐	8	

Income limits can be found at https://www.huduser.gov/portal/datasets/il.html

Place a check mark beside any of the following that apply below:

☐ My income for the previous year was below the amount next to the household/family size I checked on the table above

☐ I am currently a resident of public housing or live in Section 8 assisted housing.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation.

Employee Signature Thomas Gottsegen - CLO & Asst. Secretary

11/07/2025
Date

Targeted Section 3 Worker Certification

Form C

A Targeted Section 3 Worker seeking the preference in training and employment provided by this part shall certify or submit evidence to the recipient contractor or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CFR 75.

Worker Name: N/A

Household Income Guidelines:
Place a check mark beside the number of people in your (the worker's) household.

Place Check	Household/ Family Size	Income Limit
☐	1	
☐	2	
☐	3	
☐	4	
☐	5	
☐	6	
☐	7	
☐	8	

N/A

Income limits can be found at https://www.huduser.gov/portal/datasets/il.html

Section 3 Project/Service Area:

N/A

Place a checkmark beside any of the following that apply below:

☐ My income for the previous year was below the amount next to the household/family size checked on the table above, and I live within the project/service area as defined above.

☐ I am employed by a Section 3 Business Concern

☐ I am a YouthBuild participant

Employee Signature Thomas Gottsegen - CLO & Asst. Secretary

11/07/2025
Date

Safe Harbor Compliance Form

Form E

Additional reporting if Section 3 benchmarks are not met. If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in § 75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

[X] Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

[ ] Provided training or apprenticeship opportunities.

[ ] Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

[ ] Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

[ ] Held one or more job fairs.

[ ] Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).

[ ] Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

[ ] Assisted Section 3 workers to obtain financial literacy training and/or coaching.

[X] Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

[ ] Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

[X] Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

[ ] Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

[X] Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

[ ] Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

Other: _____

Thomas Gottsegen		11/07/2025
Business Owner or Designee Name (Print)	Signature	Date

The Contract hereby affirms and certifies that it will comply with all Labor Standards requirements and shall additionally require each and all of its sub-contractors to comply with these same requirements.

Inliner Solutions, LLC

Company Name

Bidder (signature)

11/07/2025

Date

Thomas Gottsegen - CLO & Asst. Secretary

Name of Authorized Representative of the Contractor

APPENDIX II TO PART 200
(CERTIFICATION SUBMITTAL FIFTEEN)

By signing below the Bidder states that they fully understand the requirements as outlined in Appendix II to Part 200, below. If awarded the Bidder understands that Appendix II to Part 200 will be included in the contract between their firm and **DeSoto County** and will ensure compliance with the regulation and as required in the regulation and ITB #25-12-00.

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, the State of Florida and the County, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Commission and the Defense Acquisition Regulations Commission (Commissions) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must 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 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned

upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 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 subrecipient must 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 must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient 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 subrecipient must 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 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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." SAM Exclusions 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 exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) 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).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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 government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

(L) Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "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.

(2) "Manufactured products" means 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.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

Inliner Solutions, LLC

Company Name

Bidder (signature) Thomas Gottsegen - CLO & Asst. Secretary

11/07/2025

Date

HUMAN TRAFFICKING AFFIDAVIT
SECTION 787.06, FLORIDA STATUTES
(CERTIFICATION SUBMITTAL SIXTEEN)

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Okaloosa County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I Thomas Gottsegen (insert name) as CLO & Asst. Secretary (insert title) on behalf of Inliner Solutions, LLC (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Inliner Solutions, LLC (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Inliner Solutions, LLC (insert entity name) does not participate in any of the following actions:
   a. Using or threatening to use physical force against any person;
   b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
   c. 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 or the length and nature of the labor or services are not respectively limited and defined;
   d. 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;
   e. Causing or threatening to cause financial harm to any person;
   f. Enticing or luring any person by fraud or deceit; or
   g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

This Space Left Blank Intentionally

FURTHER AFFIANT SAYETH NOT.

November 07, 20 25

Thomas Gottsegen
(Affiant)

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF Dekalb

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this November 07, 20 25 by Thomas Gottsegen on behalf of Inliner Solutions, LLC, who is personally known to me or has produced Drivers License as identification.

Newton County, Georgia
Notary Public
Meghan Bedford
My Commission Expires 7/11/2028

Meghan Bedford
Notary Public

Name (Printed) Meghan Bedford

My commission expires July 11, 2028.

(Printed typed or stamped Commissioned name of Notary Public)

DeSoto County

12/16/2025

Item #: 20.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 3:00 pm
☐ Public Hearing Contract

DEPARTMENT: Administration
SUBMITTED BY: **Dennis Johnson**
PRESENTED BY: **Dennis Johnson**

TITLE & DESCRIPTION:
Contract Award / Construction Services for C.R. 769 Bridge over Horse Creek

REQUESTED MOTION:
To approve the construction contract with _VIKING DIVING SERVICES, INC.,_ for Construction Services related to the County Road 769 Bridge improvements, contingent upon receipt of Florida Commerce's approval of the contract.

SUMMARY:
Formal bids were requested from qualified contractors to provide construction services regarding the mitigation and repair of the C.R. 769 Bridge. _VIKING DIVING SERVICES, INC., bids were received, and staff is recommending award to the lowest responsive and responsible bidder.

BACKGROUND:
DeSoto County has been awarded $3,273,575.00 in CDBG-MIT (Community Development Block Grant - Mitigation) funding for mitigation efforts to repair and harden the C.R. 769 Bridge. This project is federally funded by Florida Commerce Community Development Block Grant Mitigation Program (CDBG-MIT). The project involves the repair of components of the existing bridge on County Road 769 (Bridge #040022) over Horse Creek and scour countermeasures and pile jackets to increase service life.

FUNDS:
Budget Amount: **$2,797,180.00**
Actual Agenda Item Cost: **$1,722,259.28**
Account Number: **308-60555416300000**
Explanation: **Contract is under budget.**

DESOTO COUNTY

CDBG-MIT FUNDED CONSTRUCTION SERVICES AGREEMENT
C.R. 769 BRIDGE NO. 040022 OVER HORSE CREEK –
SCOUR COUNTERMEASURES, PILE JACKETING & MISCELLANEOUS IMPROVEMENTS

FLORIDACOMMERCE AGREEMENT NO.: MT040
INVITATION TO BID NO.: 26-02-00

THIS CONTRACT is made this ____ day of _____, 20___, between **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political subdivision of the State of Florida hereinafter referred to as ("COUNTY"), whose address is 201 East Oak Street, Arcadia, Florida 34266, and **VIKING DIVING SERVICES, INC**., a Florida Profit Corporation (FEIN 55-0794130) authorized to do business in the State of Florida, hereinafter referred to as ("CONTRACTOR"), whose principal address is 3420 Enterprise Rd., Ft. Pierce, FL 34982.

WHEREAS, the COUNTY desires to retain a contractor for Construction Services for the C.R. 769 Bridge No. 040022 over Horse Creek – Scour Countermeasures, Pile Jacketing, and Miscellaneous Improvements Project (FloridaCommerce Agreement No. MT040), to be funded by DeSoto County's Community Development Block Grant Mitigation Program (CDBG-MIT), as more specifically detailed within the Scope of Services attached hereto as Exhibit "A"; and

WHEREAS, in furtherance of the above, the COUNTY issued Invitation to Bid, Bid No. 26-02-00ITB (the "ITB") for said services; and

WHEREAS, following the aforementioned competitive solicitation process, the CONTRACTOR was deemed to be the lowest responsible, most responsible bidder; and

WHEREAS, CONTRACTOR desires to render services in accordance with the ITB and CONTRACTOR's bid thereto, and has the qualifications, experience, staff, and resources to perform those services; and

WHEREAS, the COUNTY, through a competitive selection process conducted in accordance with the requirements of Florida law and County policy, has determined that it would be in the best interest of the COUNTY to award a Contract to the CONTRACTOR for the rendering of those services described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. The foregoing "Whereas" clauses are hereby incorporated by reference, affirmed, and ratified by the parties as true and correct.

SECTION 2. ENGAGEMENT OF CONTRACTOR. The COUNTY hereby agrees to engage CONTRACTOR, and CONTRACTOR hereby agrees to perform the services set forth in the Scope of Services, and CONTRACTOR hereby agrees to perform the described services diligently and in a timely and professional manner. All representations, certifications, and statements contained in CONTRACTOR'S bid submittal are true and accurate and are incorporated by reference herein.

SECTION 3. THE COUNTY'S RESPONSIBILITY. Except as provided in the Scope of Services, the COUNTY'S responsibilities are as follows:

A. To provide, at the request of CONTRACTOR, existing data, plans reports, and other information in the COUNTY'S possession or under the COUNTY'S control which are necessary for the execution of the duties of the CONTRACTOR in the Scope of Services; and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria and other requirements that exist at the time of signing of this Contract or which may develop during the execution of this Contract.

B. To give prompt written notice to CONTRACTOR if the COUNTY observes or otherwise becomes aware of any fault or defect in the Scope of Services or non-conformance with the Contract requirements as stated herein.

C. To furnish required information, services, render approvals, and decisions as expeditiously as necessary for the orderly progress of CONTRACTOR'S services.

D. The COUNTY hereby designates the DeSoto County Engineer as Project Manager to act on the COUNTY'S behalf with respect to the Scope of Services. The Project Manager shall have authority to transmit instructions, receive information, interpret and define COUNTY policies and decisions with respect to materials, elements and systems pertinent to CONTRACTOR'S services.

E. COUNTY's Right to Carry Out the Work. If the Contractor defaults or

neglects to carry out the Work in accordance with the Contract Documents with due diligence and fails to provide a schedule of repairs/corrections and commence the repairs/corrections within a reasonable period of time, to be determined by the COUNTY in its sole discretion, after receipt of written notice from the COUNTY, the COUNTY may after such period of time, without prejudice to other remedies the COUNTY may have, withhold progress payments until the Contractor substantially completes the repairs and corrections cited in the COUNTY's notice. If the Contractor fails to substantially complete the repairs, the COUNTY may contract with another contractor for the necessary repairs. If payments then or thereafter due the Contractor are not sufficient to cover such amounts due to the COUNTY's alternative contractor, the Contractor shall pay the difference to the COUNTY. The Contractor's failure to timely and substantially complete the repairs and corrections may, at the COUNTY's sole discretion, be a reasonable basis for the COUNTY to terminate the Contract.

SECTION 4. THE CONTRACTOR'S RESPONSIBILITY. The CONTRACTOR'S duties and responsibilities are as follows:

A. The furnishing of all services, labor, material, equipment, tools, machinery, utilities, insurance and supplies necessary to perform the complete Scope of Services as more particularly set forth in the ITB and Scope of Services, and in accordance with CONTRACTOR's Alternative Bid 2. The Work shall be performed in accordance with specifications, terms and conditions of this Contract, which are more particularly described in the Scope of Services.

B. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Services in accordance with the Scope of Services. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of described Services, unless otherwise provided in the Scope of Services. CONTRACTOR shall be responsible to see that the finished Work complies strictly with the Scope of Services.

C. The CONTRACTOR shall solely and without qualification be responsible for all methods and results, for use of equipment and personnel, for the safety of its employees and other persons, for the protection of public and private property, and for the compliance with all Local, State and Federal laws and regulations in performance of the Work under this Contract. The COUNTY shall have no right to hire or fire, nor any power of supervision over the Services, nor over use of equipment of personnel unless otherwise provided in the Contract Documents, nor the CONTRACTOR'S compliance with Local, State and Federal laws and regulations in performance of the Work under this Contract.

SECTION 5. TIME OF PERFORMANCE. The CONTRACTOR agrees to commence work by the dates outlined in the Notice to Proceed. The Contractor shall have **TWO HUNDRED TWENTY-FIVE (225)** calendar days for Substantial Completion with an additional **THIRTY (30)** calendar days for Final Completion for a total of **TWO HUNDRED FIFTY-FIVE** calendar days to fully complete the project. All representations, indemnifications, warranties and guaranties of the CONTRACTOR made in, required by, or given in accordance with this Contract, as well as all continuing obligations of the CONTRACTOR indicated in this Contract, will survive final payment and termination or completion of this Contract. The CONTRACTOR shall allow sufficient time within that period for COUNTY inspection and for addressing any deficiencies to ensure final completion by the required deadline. The CONTRACTOR shall make no claims for additional compensation or damages due to suspensions, delays, or hindrances. The CONTRACTOR may only be compensated for extensions of time as the COUNTY may decide; however, such extension shall not operate as a waiver of any other rights of the COUNTY.

SECTION 6. LIQUIDATED DAMAGES FOR DELAYS. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the CONTRACTOR shall provide to the COUNTY **One Thousand Seven Hundred Forty-Two Dollars ($1,742.00)** as fixed, agreed and liquidated damages for each calendar day of delay after the scheduled

Final Completion date stated in the Notice to Proceed or Contract amendment if any.

SECTION 7. COMPENSATION. Compensation for the Scope of Services performed by CONTRACTOR shall be payable as follows:

A. The COUNTY shall pay an amount not to exceed **One Million Seven Hundred Twenty-Two Thousand Two Hundred Fifty-Nine Dollars and Twenty Eight Cents ($1,722,259.28),** in accordance with the CONTRACTOR'S Alternative Bid 2, for all work and services under this Contract. The CONTRACTOR may submit invoices on a monthly basis for work completed each month.

B. CONTRACTOR shall prepare and submit to the County for approval, invoices for the services rendered under this Contract. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the Work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The COUNTY reserves the right to withhold payment to CONTRACTOR for failure to perform the Work in accordance with the provisions of this Contract and the COUNTY shall promptly notify CONTRACTOR if any invoice or report is found to be unacceptable and will specify the reasons therefore.

C. Contractor shall make no other charges to the COUNTY for supplies, labor, taxes, licenses, overhead or any other expenses or costs.

D. Contractor shall not pledge the County credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

E. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

SECTION 8. DOCUMENTS. The documents which comprise this Contract between the COUNTY and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

A. This Contract;

B. The Scope of Services attached hereto as Exhibit "A" (as used herein, the term "Scope of Services," "Services," or "Work" are synonymous and used interchangeably)**;**

C. General and Special Conditions attached hereto as Exhibit "B";

D. Final Bid Proposal (Alternative Bid 2) by Contractor and associated forms attached hereto as Exhibit "C";

E. Invitation to Bid No. 25-12-00ITB, and all attachments and addendum thereto, incorporated herein by reference.

SECTION 9. GENERAL CONSIDERATIONS.

A. Subcontractors. If CONTRACTOR subcontracts any of the Work required under this Contract, CONTRACTOR agrees to include in the Subcontract that the Subcontractor is bound by the terms and conditions of this Contract with the COUNTY. CONTRACTOR further agrees to include in the Subcontracts, that the Subcontractor shall hold the COUNTY and CONTRACTOR harmless against all claims of whatever nature by Subcontractor's performance of Work under this Contract.

B. Public Records. CONTRACTOR shall allow public access to all documents, reports, papers, letters or other materials, subject to the provision of Chapter 119, Florida Statutes, prepared or received by CONTRACTOR in conjunction with this Contract, as more particularly set forth in the ITB.

C. Equal Employment and Non-Discrimination. In connection with the Work to be performed under this Contract, CONTRACTOR agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity Statutes and Regulations.

D. Contract Assurance. The CONTRACTOR or Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract.

E. Licenses and Certifications. The CONTRACTOR shall be properly certified and licensed; financially solvent; experienced in and competent to perform the required Work;

SECTION 10. PROHIBITION AGAINST CONTINGENCY FEES. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Contract and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 11. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT. CONTRACTOR certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original Contract price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. CONTRACTOR represents that he has furnished a Public Entity Crimes Affidavit pursuant to Section 287.113, Florida Statutes.

SECTION 12. INSURANCE.

A. The CONTRACTOR shall provide and maintain such Commercial (Occurrence Form) or Comprehensive General Liability, Professional Liability, Workers Compensation and other insurance as is appropriate for the services being performed hereunder by CONTRACTOR, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers'

Liability with a limit of $3,000,000 each accident, $500,000 each employee, $1,000,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:

Contractor shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than $3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of $6,000,000. Products and completed operations aggregate shall be $6,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

Contractor shall maintain automobile liability insurance with a limit of not less than $3,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

EVIDENCE OF INSURANCE:

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of $3,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the County as a named, additional insured, as well as furnishing the County with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and

Certified Copies of these Insurance Policies must accompany this signed Contract. Said insurance coverage(s) procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the County, and that any other insurance, or self-insurance available to the County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the County before the commencement of any work activities.

B. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract. All the policies of insurance so required of CONTRACTOR, except workers compensation insurance, shall be endorsed to include as additional insures; the COUNTY, its officers, employees and agents

C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the COUNTY, licensed to do business in the State of Florida and with a resident agent designated for the services of process. All insurers shall have an “A” policyholder’s rating and a financial rating of at least Class IX in accordance with the most current Best’s rating. CONTRACTOR shall provide the COUNTY with financial information concerning any self-insurance funds insuring CONTRACTOR. At the

COUNTY'S option, a Best's rating or Self-Insurance Fund financial information may be waived.

SECTION 13. WARRANTY OF WORK/SERVICES.

A. The Contractor shall warrant the labor performed for a minimum period of one (1) year from the date the Services are complete. This warranty shall be in addition to whatever rights the COUNTY may have under state or federal law. The CONTRACTOR's obligation under this warranty shall be at its own cost and expense, to promptly repair or replace (including cost of removal and installation), that item (or part or component thereof) which proves defective or fails to comply with the Contract within the warranty period such that it complies with the Contract.

B. CONTRACTOR warrants to the COUNTY that all materials and equipment furnished under this Contract will be new unless otherwise specified and will be of good quality, free from faults and defects and in conformance with the Contract. All equipment and materials not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by COUNTY or its designee, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within this Contract.

C. CONTRACTOR shall provide to the COUNTY or its designee all manufacturers' warranties. All warranties, expressed and/or implied, shall be given to the COUNTY for all material and equipment covered by this Contract. All material and equipment furnished shall be fully guaranteed by the CONTRACTOR against factory defects and workmanship. At no expense to the COUNTY, the CONTRACTOR shall correct any and all apparent and latent defects that are required under state or federal law.

SECTION 14. DEFECTIVE WORK.

A. The COUNTY or its designee shall have the authority to reject or disapprove work which is found to be defective. If defective work is found, CONTRACTOR shall promptly either correct all defective work or remove such defective work and replace it with non-defective work. CONTRACTOR shall bear all direct and indirect costs of such removal or corrections including cost of testing laboratories and

personnel.

B. Should CONTRACTOR fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of this Contract within the time indicated in writing by the COUNTY Administrator or its designee, the COUNTY shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at CONTRACTOR's expense. Any expense incurred by the COUNTY in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to CONTRACTOR. In the event of failure of CONTRACTOR to make all necessary repairs promptly and fully, which is not cured in the cure period, the COUNTY may declare CONTRACTOR in default.

C. If, within one (1) year after the date of completion of Services or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract documents, or by any specific provision(s) of this Contract, any of the work is found to be defective or not in accordance with this Contract, CONTRACTOR, after receipt of written notice from the COUNTY or its designee, shall promptly correct such defective or nonconforming work within the time specified by the COUNTY without cost to the COUNTY. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which CONTRACTOR might have under this Contract including but not limited to any claim regarding latent defects.

D. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the COUNTY to final acceptance.

E. Where the COUNTY or its designee becomes aware of faults, defects or non-conformity in any of the work provided under this Contract or with the work being performed by the CONTRACTOR, the COUNTY or its designee shall issue a Notice to Cure to the CONTRACTOR for correction. In no event shall the failure of the COUNTY or its designee to bring to the attention of the CONTRACTOR of such faults act as a waiver or release the CONTRACTOR from responsibility or liability for such fault, defect or non-conforming work.

SECTION 15. TERMINATION OF CONTRACT FOR DEFAULT. The COUNTY shall be the sole judge of nonperformance, which shall include any failure on the part of the CONTRACTOR to accept the award, to furnish required documents, and/or to fulfill any portion of this Contract within the time stipulated. Upon default by the CONTRACTOR to meet any term of this Contract or related Exhibit, the COUNTY will notify the CONTRACTOR to advise the COUNTY of its plan for corrective action to remedy the default within three (3) days (weekends and holidays excluded). The corrective action plan must be accepted by the COUNTY'S Project Manager. Failure on the CONTRACTOR'S part to correct the default within the approved time period shall result in the Contract being terminated and the COUNTY notifying in writing the CONTRACTOR of the effective date of the termination. The following shall constitute an act of default:

- Failure to perform the Work required under the Contract and/or within the time required or failing to use the sub-contractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.
- Failure to begin the Work under this Contract within the time specified.
- Failure to perform the Work with sufficient workers to ensure timely completion.
- Neglecting or refusing to correct Work where prior Work has been rejected as nonconforming with the terms of the Contract.
- Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the successful firm incapable of performing the Work in accordance with and as required by the Contract.
- Failure to comply with any of the terms of the Contract.
- Failure to pay sub-contractors or others pursuant to Work done under this Contract.

In the event of default, the CONTRACTOR shall pay any damages sustained by the COUNTY including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the COUNTY after costs are claimed and allowed. All documents prepared by the CONTRACTOR in connection with this Contract will be the property of the

COUNTY.

The COUNTY'S Project Manager shall authorize payment to the CONTRACTOR, the costs and expenses for Work performed by the CONTRACTOR prior to receipt of the Notice of Termination; however, the COUNTY may withhold from amounts due the CONTRACTOR such sums as the Administrative Services Director deems to be necessary to protect the COUNTY against loss caused by the CONTRACTOR because of the default.

SECTION 16. TERMINATION FOR CONVENIENCE. The COUNTY reserves the right to cancel this Contract by written notice to the CONTRACTOR effective the date specified in the Notice, for any of the following reasons:

- The COUNTY has determined that such cancellation will be in the best interest of the COUNTY.
- Funds are not available to cover the cost of the services. The COUNTY'S obligation is contingent upon the availability of appropriate funds.

The Purchasing Director shall give written notice of the termination to the CONTRACTOR specifying the reason for the Contract termination and when termination becomes effective.

The CONTRACTOR shall incur no further obligations in connection with the terminated Work and on the date set in the Notice of Termination the CONTRACTOR will stop Work to the extent specified.

The COUNTY shall pay the CONTRACTOR under the following conditions:

- All costs and expenses incurred by the CONTRACTOR for work accepted by the COUNTY prior to the CONTRACTOR'S receipt of the Notice of Termination.

Anticipatory profit for work and services not performed by the CONTRACTOR shall not be allowed.

SECTION 17. CONTROLLING LAW.

A. This Contract is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Contract shall be in DeSoto County, Florida.

B. Should litigation be necessary to enforce any term or provision of this Contract, or to collect any portion of the amount payable under this

Contract, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party.

SECTION 18. SUCCESSORS AND ASSIGNS. The COUNTY and CONTRACTOR respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives with respect to all covenants of this Contract. Neither the COUNTY nor CONTRACTOR shall assign or transfer any interest in this Contract without the written consent of the other.

SECTION 19. EXTENT OF CONTRACT.

A. This Contract represents the entire and integrated agreement between the COUNTY and CONTRACTOR and supersedes all prior negotiations, representations or Contracts, either written or oral.

B. This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument and in accordance with County Policies.

SECTION 20. INDEMNIFICATION OF THE COUNTY. CONTRACTOR shall defend, indemnify and hold harmless the COUNTY and all of COUNTY'S officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Contract. CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the COUNTY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the COUNTY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract. Compliance with any insurance requirements required elsewhere within this Contract shall not relive CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the COUNTY as set forth in this article of the Contract.

Nothing herein shall be construed to extend the COUNTY'S liability beyond that provided in Section 768.28, Florida Statutes.

SECTION 21. INDEPENDENT CONTRACTOR. Neither the COUNTY nor any of its employees shall have any control over the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR expressly warrants not to represent at any time or in any manner that CONTRACTOR or any of its agents, servants or employees are agents, servants or employees of the COUNTY. It is understood and agreed that CONTRACTOR is, and shall at all times remain as to the COUNTY, a wholly independent Contractor and the CONTRACTOR'S obligations to the COUNTY are solely as prescribed by this Contract.

SECTION 22. SEVERABILITY.

A. Nothing contained in the Contract shall create any contractual relationship between the COUNTY, or any agent, consultant, or independent contractor employed by the COUNTY and any Subcontractor, Sub-subcontractor, Supplier or Vendor of the CONTRACTOR, but the COUNTY shall be entitled to performance of all obligations intended for its benefit, and to enforcement thereof.

B. In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect; the invalidity, illegality, or unenforceability shall not affect any other provision and this Contract and shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

C. All representations, certifications, and statements contained in CONTRACTOR'S bid submittal are true and accurate and are incorporated by reference herein.

SECTION 23. NOTICES. Any notices to be given under this Contract shall be given by the United States mail, addressed to CONTRACTOR at its address stated herein, and to the COUNTY at its address stated herein.

SECTION 24. COMPLIANCE. CONTRACTOR acknowledges that this Contract is funded in part or in full by the State of Florida Department of Commerce Federally Funded Community Development Block Grant Mitigation Program (CDBG-MIT), and is

subject to the terms and conditions of the Subrecipient Agreement (FloridaCommerce Agreement No. MT040) attached to the ITB as Attachment A, and the federal provisions related to grant funds attached to the ITB as Attachment B. The CONTRACTOR shall comply with all terms and conditions contained in Attachments A and B to the ITB.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Contract as of the _____ day of _____, 20___.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

By: _____
Mandy J. Hines
County Administrator

By: _____
Steve Hickox
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

_____
Valerie Vicente
County Attorney

Date: _____

WITNESSES:

_____

_____

VIKING DIVING SERVICES, INC.

By: _____

Printed Name: _____

Title: _____

SECTION 2
SCOPE OF SERVICES
CDBG-MIT FUNDED CONSTRUCTION SERVICES
C.R. 769 BRIDGE NO. 040022 OVER HORSE CREEK –
SCOUR COUNTERMEASURES, PILE JACKETING & MISCELLANEOUS IMPROVEMENTS
FLORIDACOMMERCE AGREEMENT NO.: MT040
INVITATION TO BID NO.: 26-02-00

The DeSoto County Board of County Commissioners is requesting formal Bids from qualified Contractors for construction services associated with the C.R. 769 Bridge No. 040022 over Horse Creek – Scour Countermeasures, Pile Jacketing, and Miscellaneous Improvements Project. Work is to be performed in accordance with the requirements of the Community Development Block Grant Mitigation Program (CDBG-MIT) under FloridaCommerce Agreement No. MT040.

SCOPE:
This project is federally funded by the State of Florida Department of Commerce through the Community Development Block Grant Mitigation Program (CDBG-MIT). The project involves the repair of components of the existing bridge on County Road 769 (Bridge #040022) over Horse Creek and scour countermeasures and pile jackets to increase service life. Two alternatives are proposed for the scour countermeasures for this project: articulating concrete block revetment system and riprap bank and shore. Contractors may bid one or both alternatives. The County will select the alternative which the County believes serves the best interest of the County. The county also reserves the right to reduce any bid items to bring the construction cost in line with the grant funding.

TIME FRAME:

All work shall be performed on Monday through Friday on non-County holidays from 7:00am to 5:00pm. Occasional Saturday work may be approved only upon mutual advanced agreement between the County, CEI and the Contractor.

Substantial Completion shall be complete within **TWO HUNDRED TWENTY-FIVE (225) calendar days** of the notice to proceed. Final Completion shall include an additional **THIRTY (30) calendar days** for a maximum construction time of **TWO HUNDRED FIFTY-FIVE (255) calendar days**. Substantial Completion shall be defined as all work excluding minor clean up, sod restoration, demobilization, and correction of punch list items from substantial competition walkthrough which can be performed within the period between substantial completion and final completion.

SCHEDULE:
The following schedule shall be adhered to, insofar as practical, in all actions related to this procurement:

A. **Advertising date of bids:** October 2025
B. **Receipt of bids:** November 2025
C. **Review of bids / Bid tabulation:** November 2025
D. **Projected Board of County Commissioners' approval:** December 2025

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

DESOTO COUNTY
GENERAL CONDITIONS

1. **Access to Records/Audits:** The County or any of their duly authorized representatives shall have access to any books, documents, papers or any other records prepared by the Contractor that are directly pertinent to the work produced under this Agreement for making audit, examination, excerpts and transcription. Such records will be maintained for six (6) years after the completion of the Work and until claims or audit findings have been resolved which were initiated prior to the expiration of the six (6) year period. The County retains a firm, which annually audits records including grants. Should records be required within that period, Contractor will be notified in writing.

   The local government, the Florida Commerce Department, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States and any of their duly authorized representatives, shall have access to any books, documents, papers and records, including electronic storage media, of the Administrator which are directly pertinent to the Agreement for the purpose of audit, examination, making excerpts, and transcriptions as they may relate to this Agreement

   The Parties agree to comply with s.20.055(5). Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes, "(5) It is the duty of every state officer, employee, agency, special district, board, commissions contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to this section."

2. **Acceptance and Warranty:** Neither the final certificate of payment nor any provision in this document, or partial or complete use of the project by the County shall constitute an acceptance of work not done in accordance with the contract document or relieve the Contractor of liability in respect to any expressed or implied warranties or responsibilities for faulty material or workmanship. Contractor shall remedy any defects and pay for any damages resulting there from which appear within a period of one year after final acceptance of the work unless otherwise stated in the specifications herein.

3. **Acknowledgement of Amendments:** Bidder's shall acknowledge receipt of any amendment to the Solicitation by signing and returning the Amendment with the bid, by identifying the Amendment number and date in the space provided for this purpose, or by letter. The acknowledgment must be received by the place specified for receipt of Bids.

4. **Affirmative Steps:**

   A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assuring that small and minority businesses and women's business enterprise are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small minority businesses and women's business enterprises;

E. Using the services and assistance, as appropriate, of such organization as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

5. **Applicable Law:** The Agreement shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the Courts of the State of Florida.

6. **Assignment:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the County.

7. **Change Orders:** Without invalidating the Agreement, the County may, at any time or from time to time, order additions, deletions or revisions in the Work. These will be authorized by a Change Order. Upon receipt of a Change Order the Contractor will provide the Work involved. All such work shall be executed under the applicable conditions of the Scope of Work.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Agreement Time, except in the case of an Emergency.

The value of any work covered by a Change Order or of any claim for any increase or decrease in the Agreement Price shall be determined in one of the following ways**:**

A. Each Change Order shall be reviewed to ensure that the cost and pricing data submitted for evaluation of the Change Orders is based on current accurate and complete data supported by their books and records.

B. Where the work involved is covered by unit prices contained in the Scope of Work, by application of unit prices to the quantities of items involved.

C. By negotiated lump sum.

D. The actual cost of labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit are to be negotiated.

The County has assigned the following authority levels for Change Order dollar

amounts and Agreement time extensions. The County Administrator or Delegate may approve all Change Orders less than twenty-five thousand dollars ($25,000.00). All Change Orders which exceed twenty-five thousand dollars ($25,000.00) require approval by the Board of County Commissioners.

8. **Conflict of Interest:** Neither the County nor any of its contractors or their subcontractors shall enter into any Agreement, subcontract or arrangement in connections with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the County 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 has acquired prior to the beginning of tenure any such interest, and if such interest in immediately disclosed to the County, the County, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, office or employee shall not participate in any action by the County or the locality relating to such contract, subcontract or arrangement. The County 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 the subcontracts, the following provision:

"No member, officer or employee of the County 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."

The provision of this paragraph shall not be applicable to any agreement between the County and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

9. **Copyrights, Patent, and Trademark:**

A. If awarded an Agreement, the Contractor agrees that the work requested herein is "work for hire" and shall irrevocably transfer, assign, set over, and convey to the County all right, title and interest, including sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the Agreement. The Contractor further agrees to execute such documents as the County may request to affect such transfer or assignment.

B. Further, the Contractor agrees that the rights granted to the County by this section are irrevocable. Notwithstanding anything else in this solicitation, the Contractor's remedy in the event of termination of or dispute over any agreement entered into as a result of this solicitation shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred in this section. Similarly, no termination of any agreement entered into as a result of this solicitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" section.

C. The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as part of any agreement entered

into as a result of this solicitation is prohibited unless the County approves the use of subcontractors or third parties in writing in advance and such subcontractors or third parties agree to include the provision of this section as part of any contract they enter into with the Contractor for work related to this Agreement.

D. If anything included in a deliverable limit the rights of the County to use the information for its own internal use, the deliverable shall be considered defective and not acceptable.

E. In addition to the above, pursuant to the CDBG-MIT Subrecipient Agreement, the County, as the Recipient has certain obligations related to copyrights, patents, and trademarks, which are hereby imputed to the Contractor, who shall be governed by the same:

   a. Any and all patent rights accruing under or in connection with the performance of the Agreement shall be reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of the Agreement shall be transferred by the Recipient to the State of Florida.

   b. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

   c. If any discovery or invention is developed in the course of or as a result of work or services performed under the Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to FloridaCommerce for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of the Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify FloridaCommerce. Any copyrights accruing under or in connection with the performance under the Agreement are transferred by the Recipient to the State of Florida.

   d. Within 30 calendar days of execution of this Agreement, the 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 Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and FloridaCommerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

10. **Debarred or Suspended Entities:** Per Appendix II to Part 200(H), Sub-recipients must comply with CDBG regulations regarding debarred or suspended entities, specifically including 24 CFR §570.6099. Contracts and Sub-contracts must not be awarded to parties listed on the government wide exclusion in the System for

Award Management (SAM).

11. **Development Costs:** Neither the County nor its representative shall be liable for any expenses incurred in connection with the preparation of a response to this Solicitation. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the Solicitation.

12. **Disputes:** All controversies between the County and the Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the County Administrator in writing, within 30 days after a written request by the Contractor for a final decision concerning the controversy.

    The County shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless the Contractor brings an action seeking judicial review of the decision.

    The Contractor shall comply with any decision of the County Administrator and proceed diligently with performance of this Agreement until final resolution by a Court of Law, if a judicial remedy is pursued.

    In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the DeSoto County Board of County Commissioners shall be final and binding on both parties.

13. **Domestic Preference:** Domestic Preference requirement as outlined in 2 CFR 200.322(a) are hereby incorporated into this Agreement, setting forth requirements that, to the greatest extent practicable under its Federal awards, a preference be implemented for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). As such 2 CFR 200.322(a) pertains principally to the acquisition of goods, products, or materials, which typically would occur under a construction contract. The Contractor does hereby agree to include, if and when applicable, the requirements of 2 CFR 200.322(a) in any sub-contracts or bid documents for services where such acquisition would occur. As this Agreement has no sub-contractors and is to provide Design and Permitting documents, the regulation likely would be inapplicable.

14. **Energy Efficiency**: The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

15. **Equal Employment Opportunity:** The County recognized fair and open competition as a basic tenet of public procurement and encouraged participation by minority and women business enterprises.

16. **Equipment:** Contractor shall provide, at Contractor's expense, all machinery, equipment, tools, superintendence, labor, insurance, and all other accessories necessary to furnish the product(s) or service(s) in accordance with the specifications set forth herein.

17. **E-Verify:** Vendors/Contractor:

A. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term on the contract; and

B. shall 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.

18. **Execution of Bid:** Bid must contain a manual signature of an authorized representative in the space provided.

19. **Housing and Urban Development (HUD) Act of 1968 SECTION 3:**

All Section 3 covered contracts and subcontracts must include the following clause:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to

take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled:

   a. after the contractor is selected but before the contract is executed, and

   b. with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

20. <u>Indemnification and Insurance:</u>

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 part to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Contractor guarantees the payment of all just claims for material, supplies, tool, or labor or other just claims against the Contractor or any subcontractor, in connection with this Agreement.

B. To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, 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 Contractor hereunder, to the extent and within the limitation of Section 768.28 Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Contractor to be sure by third parties in any manner arising out of the Agreement. This indemnification shall survive the termination of the Agreement.

C. Contractor agrees to include the following indemnification in all contracts with contractors, subcontractors, Contractors, or subcontractors (each referred to an "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement.

21. **Informalities and Irregularities:** The County has the right to waive minor defects or violations of a solicitation from exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the Bid for the County to properly evaluate the Bid, the County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the price, quality, quantity, delivery, or performance time of the services being procured does not change.

22. **Inspector General:** The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

23. **Legal Requirements:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility.

24. **Liability:** The Contractor shall hold and save DeSoto County, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements prior to and during the term of this Agreement.

25. **Liens:** Before the final draw is payable, Contractor must furnish a sworn statement that all sums due for services, material or labor on the project have been paid in full. If the County receives any Notice to Owner on this Project, then in addition to the requirements set forth above, Contractor shall at the time of each draw furnish a partial waiver of lien from all Subcontractors, material or labor providers, and at the time of the final draw shall furnish a final waiver of lien for each such Subcontractor, material or labor provider; as a condition precedent to receiving any payment from the County. Contractor shall indemnify the County and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of Contractor under this Agreement; or the negligence of the Contractor in the performance of

its duties under this Agreement, or any act or omission on part of the Contractor, his agents, employees, or servants.

The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Purchasing Officer, to indemnify the County against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the County all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

26. **Local Preference:** Not applicable to this solicitation.

27. **Non-conforming Terms and Conditions:** A Solicitation response that includes terms and conditions that do not conform to the terms and conditions in the Solicitation documents is subject to rejection as non-responsive. The County reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its Bid response prior to determination by the County of non-responsiveness based on the submission of nonconforming terms and conditions.

28. **Bid Opening:** The Bid opening shall be public on the date and at the time specified in the Solicitation Documents. It is the Bidder's responsibility to assure that the Bid is delivered at the proper time and place of the Bid opening. Bids that for any reason are not so delivered will not be returned but will be retained in the SOLICITATION FILE unopened. Offers by telephone or facsimile for a sealed bid or proposal will not be accepted.

29. **Provisions Required by Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

30. **Public Records Requirement:** The Contractor is required to keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service sought herein. The Contractor must provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law. The Contractor must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Contractor must meet all requirements for retaining public records and, upon termination of the contract, must transfer, at no cost, all public records in its possession to the County and destroy any duplicate public records that are exempt or confidential and exempt from disclosure. All records stored electronically must be provided to the County in a format that is compatible with the County's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-993-4800, EXTENSION 201, 201 E. OAK STREET (SECOND FLOOR), ARCADIA, FLORIDA OR S.ALTMAN@DESOTOBOCC.COM.

31. **Retention of Records:** The Administrator shall retain all records relating to the Agreement for **SIX (6)** years after the Local Government makes final payment and all other pending matters are codes.

32. **Sealed Bids / Sealed Proposals:** All Bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the solicitation opening and the solicitation number if applicable.

33. **Statement Relative to Public Entity Crimes:** The Bidder is directed to the Florida Public Entity Crime Act 287.133, Florida Statutes, and the County's requirement that the successful Bidder comply with it in all respects prior to and during the term of the Agreement.

34. **Termination for Convenience:** The County reserves the right to cancel this Agreement by written notice to the Contractor effective the date specified in the notice, for any of the following reasons:

- The County has determined that such cancellation will be in the best interest of the County to cancel the Agreement for its own convenience.
- Funds are not available to cover the cost of the services. The County's obligation is contingent upon the availability of appropriate funds.

The Purchasing Manager shall give written notice of the termination to the Contractor specifying the reason for the Agreement termination and when termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated Work and on the date set in the Notice of Termination the Contractor will stop Work to the extent specified.

The County shall pay the Contractor under the following conditions:

- All costs and expenses incurred by the Contractor for work accepted by the County prior to the Contractor's receipt of the Notice of Termination.

Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

35. **Termination for Default:** The County shall be the sole judge of nonperformance, which shall include any failure on the part of the Contractor to accept the award, to furnish required documents, and/or to fulfill any portion of this Agreement within

the time stipulated. Upon default by the Contractor to meet any term of this Agreement related Exhibit, the County will notify the Contractor to advise the County of its plan for corrective action to remedy the default within three (3) days (weekends and holidays excluded). The corrective action plan must be accepted by the County. Failure on the Contractor's part to correct the default within the approved time period shall result in the Agreement being terminated and the County notifying in writing to the Contractor of the effective date of the termination. The following shall constitute an act of default:

- Failure to perform the Work required under the Agreement and/or within the time required or failing to use the sub-contractors, entities, and personnel as identified and set forth, and to the degree specified in the Agreement.
- Failure to begin the Work under this Agreement within the time specified.
- Failure to perform the Work with sufficient workers to ensure timely completion.
- Neglecting or refusing to correct Work where prior work has been rejected as nonconforming with the terms of the Agreement.
- Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the successful firm incapable of performing the Work in accordance with and as required by the Agreement.
- Failure to comply with any of the terms of the Agreement.
- Failure to pay Subcontractors or others pursuant to Work done under this Agreement.

In the event of default, the Contractor shall pay any damages sustained by the County including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the County after costs are claimed and allowed. All documents prepared by the Contractor in connection with this Agreement will be the property of the County.

The County's Administration Department shall authorize payment to the Contractor, the costs and expenses for Work performed by the Contractor prior to receipt of the Notice of Termination; however, the County may withhold from amounts due the Contractor such sums as the Administrative Services Director deems to be necessary to protect the County against loss caused by the Contractor because of the default.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SPECIAL CONDITIONS

1. FEDERAL GRANT REQUIREMENTS:

This solicitation is being procured in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200.

Any resultant Agreement will be funded in full or in part by the State of Florida Department of Economic Opportunity (FloridaCommerce) Federally Funded Community Development Block Grant Mitigation Program (CDBG-MIT) Subrecipient Agreement (FloridaCommerce Agreement No. MT040), attached hereto as Attachment A, and made part hereof.

Pursuant to Section 18 of the CDBG-MIT Subrecipient Agreement, the Contractor agrees:

i. the period of performance or date of completion;
ii. the performance requirements;
iii. that the contractor is bound by the terms of this Agreement;
iv. that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
v. that the contractor shall hold FloridaCommerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;

The Contractor further agrees to comply with the federal provisions related to grant funds attached hereto as Attachment B, and made part hereof.

2. INSURANCE REQUIREMENTS:

Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods and services:

Contractor, upon its part, agrees to protect, indemnify, save harmless, and ensure the County from any liability to any persons for injuries to the person, including homicide, or damage to property, resulting from the acts or omissions of the Contractor for performing its obligations under this contract. The parties expressly recognize that the relationship between the County and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant, or employee of the County. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by the County:

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the

applicable state and federal laws. The policy must include Employers' Liability with a limit of $500,000 each accident, $500,000 each employee, $500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:
The respondent shall maintain, during the life of the contract, commercial general liability insurance in the amount of at least $1,000,000 combined single limit. If such CGL contains a general aggregate limit, it shall apply separately to this project in the amount of $2,000,000. CGL insurance shall include broad form contractual liability insurance and coverage for independent contractors, bodily injury, property damage liability for premises, products, and completed operations, and personal injury.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:
The respondent shall maintain, during the life of the contract, comprehensive automobile liability insurance in the amounts of $500,000 combined single limit for bodily injury and property damage to protect the respondent from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the respondent or by anyone directly or indirectly employed by the respondent.

UMBRELLA LIABILITY:
Umbrella or Excess Liability Insurance of at least $5,000,000 per occurrence. Evidence of Insurance shall be furnished by the vendor to DeSoto County. Certificates of insurance are to be signed by a person authorized by the insurer to bind coverage on its behalf. DeSoto County is to be specifically included as additional insured on all policies except workers' compensation and Errors and Omissions insurance. If the vendor is exempt from workers' compensation requirements, they are to submit a DWC-252 Certificate of Exemption Form. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued 30 days prior to the expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by DeSoto County before the commencement of work activities.

PROFESSIONAL LIABILITY:
The respondent shall purchase and maintain Errors and Omissions insurance with minimum limits of $2,000,000 per occurrence. If a claims-made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

EVIDENCE OF INSURANCE:

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of $ 500,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the County as a named, additional insured, as well as furnishing the County with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Agreement. Said insurance coverage(s) procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the County, and that any other insurance, or self-insurance available to the County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

In the event the insurance coverage expires prior to the completion of the project, a renewal Certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the County before the commencement of any work activities.

3. **Work must begin no later than 10 days after the issuance of a Notice to Proceed, unless otherwise provided. The awarded Contractor will provide Construction Services for the C.R. 769 Bridge No. 040022 over Horse Creek – Scour Countermeasures, Pile Jacketing, and Miscellaneous Improvements Project (FloridaCommerce Agreement No. MT040) and shall have TWO HUNDRED TWENTY-FIVE (225) calendar days for Substantial Completion with an additional THIRTY (30) calendar days for Final Completion for a maximum construction time of TWO HUNDRED FIFTY-FIVE (255) calendar days.**

4. The County may terminate this Agreement at its convenience with 10 days advance written notice to the Contractor.

5. It is the responsibility of the Bidder to contact the Purchasing Department prior to submitting a Bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the Bid. Any questions relative to interpretation of requirements, Scope of Services or Bid process shall be addressed in writing as indicated below. No inquires, if received within seven (7) days of the date set for the opening of bids, will be given consideration. **Oral answers will not be authoritative.**

6. DeSoto County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers are to be included as an additional Insured on both the Comprehensive General Liability and Comprehensive Automobile Liability. DeSoto County to be named insured as DeSoto County Board of County Commissioners. Insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage.

7. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Purchasing Department upon Notice of Award, prior to commencement. **For the purpose of identification, when submitting insurance, the Bid name and number must be included on the certificate.**

8. ADDITIONAL INFORMATION: Questions about the Agreement and technical portions of the Bid must be submitted in writing to the person listed below. Bidders are cautioned that any statements made by the Agreement and/or technical contact person that materially change any portion of the Bid document shall not be relied upon unless subsequently ratified by a formal written addendum to the Bid document. To find out whether the County intends to issue an addendum to the contact the person listed below. No contract or technical question will be accepted after seven (7) day prior to the date set for bid opening.

Direct inquiries to: Cindy Talamantez, CPPO, CPPB
Purchasing Director
DeSoto County Board of County Commissioners
Purchasing Department
201 East Oak Street, Suite 203
Arcadia, Florida 34266
863-993-4816 Office
863-993-4819 Fax
c.talamantez@desotobocc.com

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

ORIGINAL

DeSoto County Board of County Commissioners
Purchasing Division
201 E. Oak Street Suite 203
Arcadia, FL. 34266
PH: 863-993-4816
Fax: 863-993-4819
www.desotobocc.com

Project Number: 26-02-00 Invitation to Bid

Title: DeSoto County Community Development Block Grant Mitigation Program (CDBG-MIT) Construction Services for C.R. 769 Bridge No. 040022 over Horse Creek – Scour Countermeasures, Pile Jacketing, and Miscellaneous Improvements Project (FloridaCommerce Agreement No. MT040).

Description: The DeSoto County Board of County Commissioners is seeking formal Bids from qualified firms and/or individuals for the Community Development Block Grant Mitigation Program (CDBG-MIT) Construction Services for C.R. 769 Bridge No. 040022 over Horse Creek – Scour Countermeasures, Pile Jacketing, and Miscellaneous Improvements Project (FloridaCommerce Agreement No. MT040), as indicated within the context of this Bid.

Pre-Bid/Proposal Conference: October 21, 2025, at 11:00 AM
Location: DeSoto County Administration 201 E. Oak Street, 1st Floor Boardroom, Arcadia, Florida 34266 with a possible on-site visit immediately following the meeting.
Mandatory: Yes [ ] No [X]

Bid Due Date: November 10, 2025, by 2:00 PM
Bids must be submitted sealed to the Purchasing Office at 201 E. Oak St., Suite 203, Arcadia, FL 34266.
Bids submitted after the indicated time will not be considered but returned unopened to sender.

For additional information, contact: Cindy Talamantez, CPPO, CPPB Purchasing Director
(863)-993-4816 email: c.talamantez@desotobocc.com

Special Instructions: Submit one (1) original marked as such and two (2) copies. Bidder must also include one (1) electronic copy of full Bid on a flash drive.

BIDDER/PROPOSER REGISTRATION
FAX: (863)993-4819
Please register as a plan holder using this form. Only registered vendors will be contacted with notices of changes or addenda to this bid package. Complete and return this form by fax or mail to the Purchasing office at the address listed above.

Company Name: VIKING DIVING SERVICES INC.
Contact Person: THOR HARSTER
Mailing Address: 3420 ENTERPRISE RD
City: FT PIERCE State: FL. Zip Code: 34982
Phone: 954-439-2330 Fax: 772-460-6710 Email: THOR@VIKINGDIVINGSERVICES.COM

Notes:
Documents may also be obtained by using www.demandstar.com
All questions must be submitted in writing by contacting the purchasing department.
DeSoto County reserves the right to reject any and all bids, to waive any informalities, and to accept all or any bid as deemed in the best interest of the County.
Unless otherwise noted, Payment of goods or services as a result of this solicitation will be made in accordance with Florida Statute.
All first-time vendors must submit a W-9 Form with their response in order to be entered into the County's billing system.

EXHIBIT C

SECTION 3
BID PROPOSAL FORM
CDBG-MIT FUNDED CONSTRUCTION SERVICES
C.R. 769 BRIDGE NO. 040022 OVER HORSE CREEK –
SCOUR COUNTERMEASURES, PILE JACKETING & MISCELLANEOUS IMPROVEMENTS
FLORIDACOMMERCE AGREEMENT NO.: MT040
INVITATION TO BID NO.: 26-02-00

Bid of VIKING DIVING SERVICES INC. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida doing business as VIKING DIVING SERVICES*, to the DeSoto County Board of County Commissioners (hereinafter called "COUNTY").

In compliance with your Advertisement for BIDS, BIDDER hereby proposed to perform all WORK for the Construction Services for C.R. 769 Bridge No. 040022 over Horse Creek – Scour Countermeasures, Pile Jacketing, and Miscellaneous Improvements in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the process stated in the BID SCHEDULE.

By permission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto, certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within Two Hundred Fifty-Five (255) consecutive calendar days thereafter.

BIDDER acknowledges receipt of the following ADDENDA:

Number 1, dated OCT 16TH 2025

Number 2, dated NOV 7 2025

Number 3, dated NOV 10 2025

Number 4, dated NOV 12 2025

Number _____, dated _____

Number _____, dated _____

*Insert "a corporation", "a partnership", or "an individual" as applicable.

This official Bid Form must be completed and used in submitting a Bid.
The Board reserves the right to accept or reject all Bids, or any parts thereof.

ORIGINAL

DESOTO COUNTY BID FORM
CDBG-MIT FUNDED CONSTRUCTION SERVICES FOR CR 769 BRIDGE NO. 040022 OVER HORSE CREEK
BID NO. 26-02-00ITB

BASE BID ALTERNATE #1 – *ARTICULATED CONCRETE BLOCK (ACB) REVETMENT SYSTEM*

ITEM #	ITEM DESCRIPTION	QTY	UNITS	PRICE PER UNIT ($)	COST ($)
101-1	Mobilization	1	LS	99,140 00	99,140 00
102-1	Maintenance of Traffic	1	LS	44,600 00	44,600 00
102-78-1	Raised Pavement Marker	32	EA	10 00	320 00
110-1-1	Clearing and Grubbing	1	LS	28,860 00	28,860 00
120-5	Channel Excavation	747	CY	165 00	123,255 00
327-70-1	Milling Existing Asphalt Pavement, 1" Avg Depth	360	SY	55 00	19,800 00
334-1-13	Superpave Asphaltic Concrete, Traffic 'C' (1")(SP-9.5) (Approach Slabs)	22	TN	145 00	3190 00
401-70-4	Restore Spalled Areas, Portland Cement Grout	22	CF	690 00	15,180 00
457-1-22	Standard Integral Pile Jacket, Non-Structural, 16.1 to 30"	394	LF	805 00	317,170 00
458-1-21	Bridge Deck Expansion Joint, Rehabilitation, Poured Joint with Backer Rod	408	LF	100 00	40,800 00
530-4-6	Articulating Concrete Block Revetment System	1,794	SY	295 00	529,230 00
530-74	Bedding Stone	754	TN	101 59	76,600 00
536-7-2	Special Guardrail Post for Concrete Structure Mount (Steel)	25	EA	328 00	8200 00
705-10-3	Object Markers, Type 3	4	EA	228 00	912 00
711-16-101	Thermoplastic, STD, White, Solid 6"	0.068	GM	26,470 59	1800 00
711-16-201	Thermoplastic, STD, Yellow, Solid 6"	0.068	GM	26,470 59	1800 00
713-103-101	Permanent Tape on Bridge, White, Solid, 6"	0.121	GM	19,834 71	2400 00
713-103-201	Permanent Tape on Bridge, Yellow, Solid, 6"	0.121	GM	21,487 60	2600 00
W-101	Temporary Access & Restoration	1	LS	48,000 00	48,000 00
W-102	Erosion/Siltation Protection Facilities & Turbidity Monitoring	1	LS	12,000 00	12,000 00
W-103	Fix Wing Wall	1	LS	10,000 00	10,000 00
W-104	Replace Guardrail Reflectors	18	EA	25 00	450 00
W-105	Impact Face Object Marker	6	EA	250 00	1,500 00
				BASE BID ALTERNATE #1 GRAND TOTAL	1,387,807.00

WRITE OUT AMOUNT: ***Base Bid Alternate #1 Total***

ONE MILLION THREE HUNDRED EIGHTY SEVEN THOUSAND EIGHT HUNDRED AND SEVEN Dollars —

Company: VIKING DRAIN SERVICES INC.

Address: 3420 ENTERPRISE RD

City, State, Zip Code: FT. PIERCE FL. 34982

Signature:

Email: THOR@VIKINGDRAINSERVICES.COM

DESOTO COUNTY BID FORM (cont'd.)
CDBG-MIT FUNDED CONSTRUCTION SERVICES FOR CR 769 BRIDGE NO. 040022 OVER HORSE CREEK
BID NO. 26-02-00ITB

NOTE: *Bid Alternate #2 is not a standalone bid. If submitting pricing for the Riprap Alternate, Bidder must also submit the full Base Bid Alternate #1.*

BID ALTERNATE #2 – *RIPRAP REVETMENT (DEDUCTIVE ALTERNATIVE TO BASE BID ALTERNATE #1)*					
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNITS	PRICE PER UNIT ($)	COST ($)
A1	Grand Total for Base Bid Alternate #1 *(for reference only – this amount must exactly match the total entered for Base Bid Alternate #1)*	1	LS	1,387,807.00	1,387,807.00
530-4-6	**(DEDUCT)** Articulating Concrete Block Revetment System *(Deduct amount must exactly match the value bid for Line Item 530-4-6 under Base Bid Alternate #1)*	-1,794	SY	295.00	529,230.00
530-3-3	Rip Rap Bank and Shore	3,238	TN	176.34	571,000.00
530-74	Bedding Stone	175	TN	141.54	24,769.00
120-5	Channel Excavation	1,531	CY	175.00	267,925.00
				BID ALTERNATE #2 GRAND TOTAL	1,722,271.00

WRITE OUT AMOUNT: *Bid Alternate #2 Total*

One Million Seven Hundred and Twenty Two Thousand Two Hundred and Seventy One Dollars —

Company: Viking Diving Services Inc.

Address: 3420 Enterprise Rd

City, State, Zip Code: Ft. Pierce Fl. 34982

Signature: [signature]

Email: thor@vikingdivingservices.com

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

BID SUMMARY FORM AND AWARD SELECTION CRITERIA

26-02-00ITB

The following table summarizes the bid options for this project. Please complete the corresponding bid forms for each option submitted. At the time of the bid opening, the bids will be reviewed as follows:

Bid Option	Description	Amount ($)	Amount in Words
Option 1	Base Bid Alternate #1 (ACB)	$1,387,807.00	ONE MILLION THREE HUNDRED AND EIGHTY SEVEN THOUSAND EIGHT HUNDRED AND SEVEN DOLLARS -
Option 2	Bid Alternate #2 (Riprap)	$1,722,271.00	ONE MILLION SEVEN HUNDRED AND TWENTY TWO THOUSAND TWO HUNDRED AND SEVENTY ONE DOLLARS —

The County reserves the right to select the bid option that best serves the County's interest. Award may be based on the lowest responsive and responsible bid for either option, or a combination thereof. The County also reserves the right to modify the scope of work, including adjustments to quantities or individual bid items, as necessary to remain within the project's available funding.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

THH

STATEMENT OF NO RESPONSE

DeSoto County Purchasing Department
201 East Oak Street, Suite 203
Arcadia, Florida 34266

****

If you **do not** intend to submit a Bid on this service, please return this form to the above address immediately or fax to 863-993-4819.

We the undersigned have declined to submit a Bid on the requested service:
ITB No. 26-02-00, CDBG-MIT Funded Construction Services for C.R. 769 Bridge No. 040022 over Horse Creek – Scour Countermeasures, Pile Jacketing, and Miscellaneous Improvements (FloridaCommerce Agreement No. MT040), for the following reason(s):

____ Insufficient time to respond to the Invitation to Bid.

____ We do not offer this service.

____ Our schedule would not permit us to perform.

____ Unable to meet bond/insurance requirements.

____ Unable to meet specifications.

____ Specifications are unclear (explain below).

____ Remove us from your vendors' list for this service.

____ Other (specify below).

N/A

Remarks: _____

_____

_____

_____

Company Name: _____

Signature: _____

Address: _____

Telephone: _____

Email Address: _____

Date: _____

QUALIFICATIONS STATEMENT
(CERTIFICATION SUBMITTAL ONE)

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: **PURCHASING DEPARTMENT**
ADDRESS: **201 E. OAK STREET, SUITE 203**
ARCADIA, FLORIDA 34266

SUBMITTED BY: VIKING DIVING SERVICES INC.
NAME: THOR HARSTER
ADDRESS: 3420 ENTERPRISE RD
PRINCIPAL OFFICE: FT. PIERCE FL. 34982
EMAIL: THOR@VIKINGDIVINGSERVICES.COM

CIRCLE ONE

(Corporation)
Partnership
Individual
Joint Venture
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: VIKING DIVING SERVICES INC.

The address of the principal place of business is: 3420 ENTERPRISE RD FT. PIERCE FL. 34982

2. If the Offeror is a corporation, answer the following:

a. Date of Incorporation: 8-28-2002
b. State of Incorporation: FLORIDA
c. President's name: THOR HARSTER
d. Vice President's name: PILAR ALAYO
e. Secretary's name: THOR HARSTER
f. Treasurer: PILAR ALAYO
g. Name and address of Resident Agent: THOR HARSTER 2899 SE GRAND DR. PSL. FL. 34952

3. If Offeror is an individual or a partnership, answer the following:

a. Date of organization: —

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: —

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals: —

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

23 years

a. Under what other former names has your organization operated?

na

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the Bid. Please attach certificate of competency and/or state registration.

8. Have you personally inspected the site of the proposed work?

Yes X No _____

9. Did you attend the Pre-Bid Conference? Yes X No ____

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

NO

11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

NO

12. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

COMPANY NAME	CONTACT	ADDRESS	
FDOT District 4	ERIC NEMATI	3400 W. Commercial Blvd Ft Lauderdale	Email erik.nemati@dot.state.fl.us Telephone 954-299-6441
AE ENGINEERING	ANDRES ATE HORTOA		Email aatehortoa@aeengineeringinc.com Telephone 786-236-0791
SFWMD	Cleevens Guerrier	3301 Gun Club Rd WPB, FL	Email cguerrier@sfwmd.gov Telephone 954-461-7083

13. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).

Thor Harster - Owner - Contractor License SCC131151606 Marine Contractor. Resume Attached.

14. State the name of the individual who will have personal supervision of the services:

Thor Harster / Miguel Campos

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

SIGNATURE

State of Florida Florida
County of St. Lucie

On this the 10th day of November, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared

Thor Harster and

(Name(s) of individual(s) who appeared before Notary)

whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

KELLY A. GREEN
Notary Public
State of Florida
Comm# HH602042
Expires 10/22/2028

Kelly A. Green
(Name of Notary Public: Print, stamp, or type as commissioned.)

✓ Personally known to me, or

_____ Produced identification:

_____

_____ DID take the oath, or

_____ DID NOT take the oath.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
(CERTIFICATION SUBMITTAL TWO)

State of FLORIDA
County of ST. LUCIE

[illegible], being first duly sworn, deposes and says that:

1. he/she is PRESIDENT of [illegible], the Bidder that has submitted the attached Bid;
2. he/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
5. The qualifications quoted in the attached Bids as well as subsequent negotiated prices, following evaluation and of the firms' qualifications by the County, are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: [signature]

Title: PRESIDENT

Subscribed and sworn to before me this 10 day of November, 2025

[signature]
Notary Public

My Commission Expires: 10-22-2028

KELLY A. GREEN
Notary Public
State of Florida
Comm# HH602042
Expires 10/22/2028

DRUG-FREE WORKPLACE FORM
(CERTIFICATION SUBMITTAL THREE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies:

That Viking Drone Services does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employee for violations of such prohibition
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

10/31/25
Date

Viking Drone Services
Company Name

INSURANCE
(CERTIFICATION SUBMITTAL FOUR)

By signing below the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the Bidder will provide all insurance coverage as required in ITB #26-02-00.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The County will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of the County

Bidder (signature)

10/31/25
Date

IGOR HARSTER
Name of Authorized Representative

VIKING DIVING SERVICES
Company Name

INDEMNIFICATION
(CERTIFICATION SUBMITTAL FIVE)

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the County, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) to the extent arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the County, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the County, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance of the Contractor of the last payment shall be a release to the County and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the County or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: _____
Signature of Owner or Officer

DATE: 10/31/25 ATTEST: _____
Corporate Secretary or Witness

772-460-6710
Organization Phone Number

STATE OF: Florida

COUNTY OF: St. Lucie

The foregoing instrument was acknowledged before me this 10th day November of 2025 by Viking Diving Services Thor Harsler, of Viking Diving Services (Company Name).

He/She is personally known to me or has produced _____ as identification, and did ____/did not ____ take an oath.

Kelly A. Green
Signature of Notary

Kelly A. Green (Seal)
Printed Name of Notary

KELLY A. GREEN
Notary Public
State of Florida
Comm# HH602042
Expires 10/22/2028

My Commission Expires: 10-22-2028

SWORN STATEMENT PURSUANT TO
FLORIDA STATUTES SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES
(CERTIFICATION SUBMITTAL SIX)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]

by THOR WALSTED, PRES. for JIMMY DIXON SERVICES
[print individual's name and title] [print name of entity submitting sworn statement]

whose business address is 3420 ENTERPRISE RD FT. PIERCE FL. 34982

and its Federal Employer Identification Number (FEIN) or Social Security Number (SSN)

of the individual signing this sworn statement is 59-0794130.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attached is a copy of the final order]

This Space Left Blank Intentionally

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

STATE OF Florida

COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me on this 10th day of

November, 2025 by Thor Harster

who is personally known to me and who _____ did / _____ did not take an oath.

Signature of Notary

KELLY A. GREEN
Notary Public
State of Florida
Comm# HH602042
Expires 10/22/2028

Kelly A. Green (Seal)
Printed Name of Notary

My Commission Expires: 10-22-2028

CONTRACTING WITH MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)
(CERTIFICATION SUBMITTAL SEVEN)

By signing below the Bidder is stating that they fully understand the Minority/Woman-owned Business Enterprises (MWBE) requirements for the project and if awarded will adhere to 2 CFR 200.321(b)(6), and the requirements in ITB #26-02-00, in hiring any subcontractors, if applicable.

DeSoto County is an Equal Employment Opportunity employer and makes it a priority to ensure minority and women owned business enterprises are extended every opportunity to participate in procurement opportunities the County offers for projects and services. The County takes all necessary affirmative steps, as outlined in 2 CFR 200.321, to assure that minority owned businesses, women owned business enterprises, and labor surplus area firms are used when possible.
For this procurement and all federally funded procurements, the County shall:

- Maintain an updated solicitation list of all qualified minority and women owned business enterprises in DeSoto County and the counties in the same surrounding regional area to DeSoto County;
- Utilize the services provided by the Florida Office of Supplier Diversity and its website to maintain and update the County's minority and women owned business enterprises solicitation;
- Directly solicit by mail, phone, fax, or email all applicable vendors on the County's qualified minority and women business enterprises list providing them with notification of the procurement opportunity the County is offering;
- When economically feasible and allowable, the County will divide total requirements into smaller tasks or quantities to permit maximum participation by small and minority owned businesses, and women's owned business enterprises. (such divisions or reductions shall not be allowed to circumvent requirement thresholds for bonding or insurance);
- Where requirements and schedules of funding entities permit flexibility, establish delivery schedules which encourage participation by small and minority owned businesses, and women owned business enterprises.

In instance where procured prime contractor will utilize subcontractors, the prime contractor shall take affirmative steps, as outlined above, to assure that minority owned businesses, women owned business enterprises, and labor surplus area firms are used as subcontractors when possible.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

[signature]	10/31/25
Bidder (signature)	Date
IVAN HARSTER	VIKING DIVING SERVICES
Name of Authorized Representative	Company Name

ACCESS TO RECORDS AND RECORDS RETENTION CLAUSE
(CERTIFICATION SUBMITTAL EIGHT)

By signing below the Bidder is stating that they fully understand the Access to Records and Records Retention requirements for the project and if awarded the Bidder will ensure compliance with the requirements and as required in ITB #26-02-00, and as outlined below:

ACCESS TO RECORDS

1. The County, FloridaCommerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of the Bidder, which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions as they may relate to this Agreement.

2. PUBLIC RECORDS ACCESS:
    a. The Bidder shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S.
    b. The Bidder shall keep and maintain public records required to perform the services under this Agreement.
    c. This Agreement may be unilaterally canceled by the County for refusal by the Bidder to either provide public records to the County upon request, or to allow inspection and copying of all public records made or received by the Bidder in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
    d. If the Bidder meets the definition of "contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
        i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Bidder of the request, and the Bidder must provide the records to the County or allow the records to be inspected or copied within a reasonable time. If the Bidder fails to provide the public records to the County within a reasonable time, the Bidder may be subject to penalties under s. 119.10, F.S.
        ii. Upon request from the County's custodian of public records, the Bidder 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
        iii. The Bidder shall identify and ensure that all 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 term and following completion of the Agreement if the Bidder does not transfer the records to the County.
        iv. Upon completion of the Agreement, the Bidder shall transfer, at no cost to County, all public records in possession of the Bidder or keep and maintain public records required by the

County to perform the services under this Agreement. If the Bidder transfers all public records to the County upon completion of the Agreement, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Agreement, the Bidder shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to County, upon request from the County's custodian of public records, in a format that is accessible by and compatible with the information technology systems of County.

e. If the Bidder has questions regarding the application of Chapter 119, Florida Statutes, to the Bidder's duty to provide public records relating to this agreement, contact the County's custodian of public records by telephone at 863-993-4800, by email at s.altman@desotobocc.com or at the mailing address below:

DeSoto County Board of County Commissioners
Attention: Public Records Custodian
201 East Oak Street, Suite 201
Arcadia, Florida 34266

RETENTION OF RECORDS

1. The Bidder shall retain all records relating to this contract for six (6) years after the County makes final payment and all other pending matters are closed.
2. If any litigation, claim, or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Bidder (signature)	Date 10/31/25
Name of Authorized Representative	Company Name

E-VERIFY RESPONSIBILITY

(CERTIFICATION SUBMITTAL NINE)

By signing below the Bidder states that they fully understand the E-Verify requirements outlined in (Section 448.095 Florida Statute and under Executive Order 11-116) and for the project and if awarded the Bidder will provide all E-Verify documentation as required in ITB #26-02-00.

As a condition precedent to entering into an Agreement, and in compliance with Section 448.095, Fla. Stat., the Bidder, and its subcontractors, shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. The Bidder shall provide the County and require each of its subcontractors to provide the Bidder, with an affidavit (Exhibit B) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Bidder shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of its Agreement with the County.

b. The County, Bidder, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the Bidder otherwise complied, shall promptly notify the Bidder and the Bidder shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. the Bidder acknowledges that upon termination of this Agreement by the County for a violation of this section by Bidder, the Bidder Administrator may not be awarded a public contract for at least one (1) year. The Bidder further acknowledges that they are liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

e. Subcontracts. The Bidder or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The Bidder shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Bidder (signature)	10/31/25 Date
THOR HARSTAD Name of Authorized Representative	VIKING DIVING SERVICES Company Name

DESOTO COUNTY
CONTRACTOR/CONSULTANT/VENDOR
E-VERIFY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF ST. LUCIE

BEFORE ME, the undersigned authority, appeared THOR DEFOSTER, who first being duly sworn hereby swears or affirms as follows:

1. I make this affidavit on personal knowledge.
2. I am over the age of 18 years and otherwise confident to make this Affidavit.
3. I am the PRESIDENT of VIKING DIVING SERVICES (the "Contractor/Consultant/Vendor").
4. I am authorized by VIKING DIVING SERVICES to make this Affidavit on behalf of Contractor/Consultant/Vendor.
5. Contractor/Consultant/Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.
6. Contractor/Consultant/Vendor acknowledges that Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.
7. Contractor/Consultant/Vendor is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
8. Contractor/Consultant/Vendor understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with DeSoto County.
9. Contractor/Consultant/Vendor's subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
10. Contractor/Consultant/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.
11. Neither the Contractor/Consultant/Vendor, nor any subcontractor of Contractor/Consultant/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.

12. If the Contractor/Consultant/Vendor, or any subcontractor of Contractor/Consultant/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with DeSoto County, it shall provide immediate notice thereof to DeSoto County.

Signature of Affiant
on behalf of Contractor/Vendor

By: Thor Harster

As its: President

Dated: 10/31/25

STATE OF Florida

COUNTY OF St. Lucie

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10th day of November, 2025 by Thor Harster, on behalf of Viking Diving Services, who is personally known to me or who has produced _____ as identification.

KELLY A. GREEN
Notary Public
State of Florida
Comm# HH602042
Expires 10/22/2028

Print Name: Kelly A. Green

Notary Public of the State of Florida

My Commission Expires:

DOMESTIC PREFERENCE

(CERTIFICATION SUBMITTAL TEN)

By signing below the Bidder is stating that they fully understand the Domestic Preference requirements as outlined in 2 CFR 200.322(a) for the project and if awarded the Bid will ensure compliance with the regulation and as required in the regulation and ITB #26-02-00.

The County, as appropriate and to the extent consistent with law, shall, to the greatest extent practicable under its Federal awards, require a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The County shall include these requirements in all subawards including all contracts and purchase orders for work or products under its Federal awards. These provisions shall primarily be applicable to procurements of construction bidding, construction contracting and construction work. Secondarily, these provisions shall set standards for grant administration and project engineering firms to ensure the incorporation of these requirements in projects documents and oversite of the construction contractor to ensure compliance with the Domestic Preference requirements.

Construction Procurements and Awards

Procurements for Federally funded construction services shall include a requirement that the bidder and selected construction contractor agree to execute a contract including the Domestic Preference provisions and additionally require that said contractor adhere to the Domestic Preference provisions outlined in the construction bidding specifications and contract provisions incorporating the requirements of 2 CFR 200.322(a).

Project Engineering Procurements and Awards

Procurements for Federally funded engineering services shall include a requirement that the Bidder and selected engineering firm incorporate Domestic Preference provisions in construction bidding specifications and contract specifications and shall also include a requirement that the engineering firm provide oversite to ensure the construction contractor adheres to the Domestic Preference requirements during implementation of the construction work.

Grant Administration Procurements and Awards

Procurements for Federally funded grant administration services shall include a requirement that the Bidder and selected firm provide oversite of construction specifications and implementation of construction work to ensure the inclusion of the Domestic Preference requirements are adhered to.

Bidder (signature)	10/31/25 Date
THOR HARSTAD Name of Authorized Representative	VIKING DRIVING SERVICES Company Name

SAM.GOV REGISTRATION - DEBARMENT AND SUSPENSION
(CERTIFICATION SUBMITTAL ELEVEN)

By signing below the Bidder states that they fully understand the requirement that they must be registered with the System for Award Management (SAM.GOV). The Bidder additionally understands and acknowledges they are ineligible for contracting under this ITB #26-02-00 if their names, and or parties are listed as debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. Furthermore, the BIDDER

a. Contract(s) awarded as a result of this Invitation to Bid, is/are covered transaction for the purposes of 2 C.F.R. Part 180, 2 C.F.R. Part 3000, 24 C.F.R. Part 570.609, 24 C.F.R. Part 5.105 (c), 2 C.F.R. Part 2424, and Appendix II to Part 200 (h). As such the BIDDER is required to verify that none of the BIDDER, 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).

b. The BIDDER must comply with 2 C.F.R. Part 180, Subpart C, 2 C.F.R. Part 3000, Subpart C, 24 C.F.R. Part 570.609, 24 C.F.R. Part 5.105 (c), 2 C.F.R. Part 2424, and Appendix II to Part 200 (h), and must include a requirement to comply with these regulations in any lower-tier transaction it enters into.

c. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the BIDDER did not comply with 2 C.F.R. Part 180, Subpart C, 2 C.F.R. Part 3000, Subpart C, 24 C.F.R. Part 570.609, 24 C.F.R. Part 5.105 (c), 2 C.F.R. Part 2424, and Appendix II to Part 200 (h) in addition to remedies available to the State of Florida and the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, 2 C.F.R. Part 3000, Subpart C, 24 C.F.R. Part 570.609, 24 C.F.R. Part 5.105 (c), 2 C.F.R. Part 2424, and Appendix II to Part 200 (h) 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.

Additionally, the Bidder understands they may be precluded from award of contracting under this ITB #26-02-00 if they deemed by the evaluation committee to not be a responsible vendor based on their work history, references, other problems, such as completing projects in a timely manner or failures to implement their work on past projects as outlined in those scopes of work for such projects.

Bidder (signature)	Date: 10/31/25
Name of Authorized Representative: THOR HAMSTER	Company Name: VIKING DIVING SERVICES

CONFLICTS OF INTEREST

(CERTIFICATION SUBMITTAL TWELVE)

By signing below the Bidder states that they fully understand the requirements, as outlined in 2 CFR 200.319(b) that prohibits contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for Bids must be excluded from competing for such procurements. If the Bidder developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for Bids for the work outlined in this ITB #26-02-00, the Bidder may not be considered for work under this ITB.

The Bidder hereby attests and certifies that they did not participate in the development or drafting of this ITB.

The Bidder understands and is committed to declaring any real or perceived conflicts of interest to the County.

The Bidder understands that in the event of a conflict of interest, either actual or perceived the County staff and/or members of the:

- Publicly declare the conflict,
- Abstain from any participation in the said procurement(s), including drafting ITB, Bid evaluation, ranking, voting on, or awarding, and
- Member of the County Commission shall complete Form 8B.

Bidder (signature)	10/31/25 Date
Name of Authorized Representative	Company Name

SECTION 3 REQUIREMENTS
(CERTIFICATION SUBMITTALS THIRTEEN)

By signing below the Bidder is stating that they fully understand the Section 3 requirements as outlined in 24 CFR 75 and required under the project served by ITB # 26-02-00. If awarded, the Bidder will ensure compliance with the regulation, and will complete and provide required certifications and reports (see pages following) and maintain and provide documentation of the same to the County, as required. The Bidder will additionally ensure that its subcontractors provide the required certifications and reports (see pages following) and maintain and provide documentation as requested and required.

Under CDBG Subrecipient Agreements executed between the County and FloridaCommerce (previously DEO) on or before November 30, 2020, Section 3 requirements are applicable to all Vendors, including construction, grant administration and project engineering. Under CDBG Subrecipient Agreements executed between the County and FloridaCommerce (previously DEO) after November 3, 2020, the Section 3 requirements apply only to construction procurements and contracts.

The Bidder understands, under both of the above period scenarios, that if awarded a contract for construction services under this ITB #26-02-00, they will be responsible as outlined above and will additionally be required to ensure that specifications, contracts, and certifications for the procurement of and contracting with construction contractors includes and complies with the required Section 3 requirements. The Bidder shall additionally include the following Section 3 clause in each construction contract over $100,000.00 and will also include language in each construction specifications and contract requiring the Prime Construction Contractor to include Section 3 requirements and the Section 3 clause in its subcontracts, if applicable.

SECTION 3 CLAUSE

All Section 3 covered contracts and subcontracts must include the following clause:

I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the

person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

V. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Bidder (signature)	Date 10/31/25
Name of Authorized Representative	Company Name

PRIME CONTRACTOR CERTIFICATION REGARDING SECTION 3 COMPLIANCE

Project Name: DeSoto County – CR 769 Bridge Project

CDBG Contract Number: MT040

Prime Contractor Name: VIKING DUNK SERVICES Phone: 772-460-6710

Authorized Representative: THOR HARSTER Email: THOR@VIKINGDUNKSERVICES.COM

I, THOR HARSTER, having authority to make certain contractual certifications for VIKING DUNK SERVICES (hereby known as "our firm", do hereby certify that our firm will comply with the Section 3 requirements and will follow the required prioritization of efforts for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below. As a contractor submitting bids or Bids to the **County,** under this Federally funded project, we understand that our firm is required to certify that they will comply with the requirements of Section 3.

We certify, that under this contract, our firm will make best efforts toward Section 3 goals by prioritizing our efforts to meet or exceed the following established Section 3 safe harbor benchmark goals:

1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;
   Section 3 Labor Hours/Total Labor Hours = 25%

And

2) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.
   Targeted Section 3 Labor Hours/Total Labor Hours = 5%

We acknowledge and certify that it is our firm's responsibility to implement efforts to achieve Section 3 compliance under this contract. Additionally, we acknowledge that if our firm does not meet the Section 3 benchmarks, it is our responsibility to demonstrate why meeting the benchmarks was not feasible.

Furthermore, we acknowledge and certify that should our firm not meet the safe harbor requirements during this contractual period, our firm will provide evidence that we have made qualitative efforts, including, but not limited to the outreach measures outlined within the **County's** Section 3 Policy, toward providing assistance to low and very low-income persons with employment and training opportunities.

We are completing this certification prior to the commencement of work on the project. We certify our firm after completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

EMPLOYMENT AND TRAINING

Under the **County's** Section 3 Program, our firm shall make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

Provide employment and training opportunities to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located in the priority order listed below:

1) Section 3 workers residing within the service area or the neighborhood of the project, and

2) Participants in YouthBuild programs.

Additionally, we certify that our firm will and has made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

CONTRACTING

Under the **County's** Section 3 Program, our firm understands that our firm must make best efforts to awarding subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

1) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is located in the following order of priority (*where feasible*):
    a) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
    b) YouthBuild programs.

REPORTING

We affirm and acknowledge that our firm will complete and deliver to the **County** all:

- Pre-contract certifications for our firm and any and all subcontractor(s) we contract with;
- If applicable, certifications and supporting documentation for our firm and any subcontractor(s) we contract with attesting to our/their status as a Section 3 Business Concern;
- Employee Self Certifications and supporting documentation for employees of our firm and employees of any and all subcontractor(s) we contract with for this project;
- Monthly Section 3 Reports from our firm that report accomplishments toward Section 3 goals as wells as the qualitative efforts made by our firm toward achieving these goals;
- Monthly Section 3 Reports from our sub-contractor(s) that report accomplishments toward Section 3 goals as wells as the qualitative efforts made by our sub-contractor(s) toward achieving these goals;
- Annual Section 3 Reports from our firm that report accomplishments toward Section 3 goals as wells as the qualitative efforts made by our firm toward achieving these goals; and
- Annual Section 3 Reports from our sub-contractor(s) that report accomplishments toward Section 3 goals as wells as the qualitative efforts made by our sub-contractor(s) toward achieving these goals.

Signed and certified this 31 day of OCTOBER, 2025.

Name of Authorized Signed, Title
Name of Construction Contractor Company

CONTRACTOR SECTION 3 PLAN

(Contractor) agrees to implement affirmative steps to comply with the Section 3 requirements set forth at 24 CFR 75 directed at increasing the utilization of lower income residents and businesses within **DeSoto County, Florida**

A. To implement Section 3 requirements by seeking the assistance of local officials in determining the exact boundaries of the applicable project area.

B. To attempt to recruit from within the City/County the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exits.

D. To insert this Section 3 plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

E. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.

F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.

G. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

H. To list all permanent workforce for this project by job title.

I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

As officers and representatives of Viking Diving Services Inc

(Name of Bidder)

We, the undersigned, have read and fully agree to the above and become a party to the full implementation of this program.

R T Signature

Pres. Title 10/31/25 Date

CERTIFICATION OF BIDDER
REGARDING SECTION 3
AND SEGREGATED FACILITIES

Viking Diving Services Inc
Name of the Proposed Contractor

DeSoto County – CR 769 Bridge Project
Project Name

MT040
CDBG Agreement Number

The undersigned hereby certifies that:

a. Section 3 provisions are included in the Contract.

b. A written Section 3 plan was prepared and submitted as part of the bid proceedings

c. No segregated facilities will be maintained.

Signature

10/31/25
Date

Signer Name THOR HARSTAD

Title PRES.

LABOR STANDARDS COMPLIANCE

(CERTIFICATION SUBMITTAL FOURTEEN)

Requirements, instructions, and Labor Standards guidance are outlined in detail in pages 10-18 of these CDBG Supplemental Conditions. By signing below the Contractor/Bidder certifies that they have read, fully understand, and shall comply with the Labor Standards requirements and shall govern and implement this contract as follows:

- Davis Bacon Act requiring the Contractor to:
  - Pay prevailing wages,
  - If more than one wage decision is included in the contract, pay worker for worker classification under the appropriate wage decision [example: If a project involves sewer and street improvements and the pay rate for a laborer classification is different under the Street (street improvements) than it is under the Heavy (sewer improvements), the contractor shall pay the labor the rate for the work being completed during the pay period],
  - Provide weekly certified payrolls during the contract period (whether work is done or not),
  - Document Fringe Benefits,
  - Properly document, if applicable, participation in of any acceptable training programs for workers Contractor designates as apprentices or helpers,
  - Request additional classifications from the City/County for worker classifications that are not included in the wage decision(s),
  - Promptly report any under payment to workers,
  - Promptly pay restitution (including time and a half for hours in excess of 40 hours per week) to workers not paid the Federal wage rate and provided the City/County a signed worker certification and cancelled check documenting the restitution was paid,
  - Post the Wage Decisions in a visible spot at the work site, and
  - Post Davis-Bacon poster (WH-1321) in a visible location at the work site,
- The Copeland "Anti-Kickback" Act, requiring the Contractor to:
  - Not withhold pay amounts (deductions) to lower a worker's hourly rate,
  - Provide detailed documentation (examples: State of Florida mandated child support, proof of health insurance payments, repayment of pre-paid loans to workers, etc.) of any and all worker deductions to verify compliance.
- The Contract Work Hours and Safety Act, requiring the Contractor to:
  - Pay time and half to workers for hours worked in excess of forty (40) hours per week, and
  - Pay liquidated damages at a rate of $32 per calendar day for instances when time and a half was not paid to workers working in excess of forty (40) hours per week.
- Health and Safety, requiring the Contractor to:
  - Ensure that No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

The Contract hereby affirms and certifies that it will comply with all Labor Standards requirements and shall additionally require each and all of its sub-contractors to comply with these same requirements.

VIKING DUCT SERVICES INC.
Company Name

Bidder (signature)

10/31/25
Date

THOR HARSTAD
Name of Authorized Representative of the Contractor

DeSoto County Employee/Employer Wage-Scale Agreement

DeSoto County Florida CDBG Contract Number: MT040

Construction Contract Execution Date: _____ Wage Decision Number: FL20250101

Project Description: The project addresses flooding issues in DeSoto County, which occurred during Hurricane Irma. The project is to mitigate future flooding during hurricanes and substantial rain events.

Whereas, **DeSoto County** has been unable to obtain a specific wage rate from the Department of Labor (DOL)/Florida Department of Commerce (FloridaCommerce), in the wage decision for this project for the classification of (Type in the classification), and because it also appears that there are no readily available similar positions that could be reclassified under the initial wage decision, and whereas 29 CFR Part 5.5(a)(l)(ii) allows the rate for a classification under these circumstances to be set by mutual agreement among the employee(s), the employer, and the jurisdiction, subject to approval by HUD/DOL;

Therefore, by mutual consent, the parties and persons signed below agree to an hourly rate of $ and fringe benefit rate of $ (benefits may be included in hourly rate), for the above classification, while acknowledging full compliance with all other federal labor standards requirements.

_____	_____
Employee Signature	Employer Signature (If a corporation, an officer must sign.)
_____	_____
Date	Date

List the name and mailing address of the **DeSoto County** representative to whom the DOL approval of the wage-scale agreement should be mailed in the form fields below.

DeSoto County BOCC
Attention: Dennis Johnson or Peggy Waters
201 East Oak Street, Suite 201
Arcadia, Florida 34266

Request submitted by: _____ Date: _____

Note: Use one form for each affected employee. Use the Tab key to move between fields to complete the form. Sign and date by hand.

APPENDIX II TO PART 200
(CERTIFICATION SUBMITTAL FIFTEEN)

By signing below the Bidder states that they fully understand the requirements as outlined in Appendix II to Part 200, below. If awarded the Bidder understands that Appendix II to Part 200 will be included in the contract between their firm and DeSoto County and will ensure compliance with the regulation and as required in the regulation and ITB #26-02-00.

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, the State of Florida and the County, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Commission and the Defense Acquisition Regulations Commission (Commissions) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must 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 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned

upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 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 subrecipient must 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 must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient 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 subrecipient must 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 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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." SAM Exclusions 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 exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) 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).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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 government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

(L) Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "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.

(2) "Manufactured products" means 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.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

Viking Drunk Services

Company Name

Bidder (signature)

10/31/25

Date

HUMAN TRAFFICKING AFFIDAVIT
SECTION 787.06, FLORIDA STATUTES
(CERTIFICATION SUBMITTAL SIXTEEN)

DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Okaloosa County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.*

I THOR MANSTER (insert name) as PRESIDENT (insert title) on behalf of VIKING DIVING SERVICES (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. VIKING DIVING SERVICES (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
   a. Using or threatening to use physical force against any person;
   b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
   c. 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 or the length and nature of the labor or services are not respectively limited and defined;
   d. 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;
   e. Causing or threatening to cause financial harm to any person;
   f. Enticing or luring any person by fraud or deceit; or
   g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

This Space Left Blank Intentionally

FURTHER AFFIANT SAYETH NOT.

Nov 10, 2025

(Affiant)

STATE OF FLORIDA
COUNTY OF St. Lucie

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this November 10, 2025 by Thor Hassler on behalf of Viking Diving Services, who is personally known to me or has produced _____ as identification.

KELLY A. GREEN
Notary Public
State of Florida
Comm# HH602042
Expires 10/22/2028

Notary Public

Name (Printed) Kelly A. Green

My commission expires 10-22-2028.

(Printed typed or stamped Commissioned name of Notary Public)

DeSoto County

12/16/2025

Item #: 21.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☒ Public Hearing Other

DEPARTMENT: Planning & Zoning
SUBMITTED BY: **Laura McClelland**
PRESENTED BY: **Misty Servia**

TITLE & DESCRIPTION:

Ordinance Creating Section 20-233 Family Homestead Exemption of the LDR (LDR-0011-2025)

REQUESTED MOTION:

A motion to adopt/deny the proposed ordinance creating section 20-233 Family Homestead Exemption of the LDR and enter into the record this development review report and the findings and conclusions and all other competent substantial evidence presented at the hearing.

SUMMARY:

In May 2024, Development Dept. staff presented "Planning 101" and a "Plat Process" presentations to the Planning Commission and the Board of County Commissioners. Subsequently, on January 28, 2025, staff provided the Board with a follow-up presentation on the subdivision of lands, that resulted in an additional evening workshop on Feb. 24, 2025, which provided an additional opportunity for public comment and participation.

The presentations included an overview of issues and highlighted potential LDR and Comprehensive Plan changes to improve, simplify, and clarify the process for the subdivision of land. Recommendations included a comprehensive plan amendment to allow the use of a parcel of property solely as a homestead by an individual who is the relative of the person who conveyed the parcel to said individual, notwithstanding the density or intensity of use assigned to the parcel in the plan, in accordance with Section 163.3179, F.S. (referred to herein as the "Family Homestead

BACKGROUND:

The Board approved the transmittal of the Comprehensive Plan text amendment (COMP-0014-2025, Resolution 2025-068) (Exhibit A) on August 12, 2025 and staff received a letter from the Florida Department of Commerce on September 9, 2025 stating, "Florida Commerce has no comment on the proposed amendment." (Exhibit B).

Staff has prepared an amendment to the LDR as the next step to implementing the

Comprehensive Plan policy and will schedule adoption of the comprehensive plan text amendment and approval of the LDR (Land Development Regulations) amendment at the same meeting, for the Board's consideration. Should the Comprehensive Plan amendment be denied by the Board, the LDR text amendment could not move forward.

CASE NO.:	LDR-0011-2025
REQUEST:	County-Initiated Amendment to the Land Development Code to include the Family Homestead Act
PROPERTY OWNER:	DeSoto County Government
PROPERTY ID:	NA
PROPERTY ADDRESS:	NA

BACKGROUND & OVERVIEW OF REQUEST

In May 2024, Development Dept. staff presented “Planning 101” and a “Plat Process” presentations to the Planning Commission and the Board of County Commissioners. Subsequently, on January 28, 2025, staff provided the Board with a follow-up presentation on the subdivision of lands, that resulted in an additional evening workshop on Feb. 24, 2025, which provided an additional opportunity for public comment and participation.

The presentations included an overview of issues and highlighted potential LDR and Comprehensive Plan changes to improve, simplify, and clarify the process for the subdivision of land. Recommendations included a comprehensive plan amendment to allow the use of a parcel of property solely as a homestead by an individual who is the relative of the person who conveyed the parcel to said individual, notwithstanding the density or intensity of use assigned to the parcel in the plan, in accordance with Section 163.3179, F.S. (referred to herein as the “Family Homestead Act”).

State law reads as follows:

163.3179 Family homestead.—A local government may include in its comprehensive plan a provision allowing the use of a parcel of property solely as a homestead by an individual who is the grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child, or grandchild of the person who conveyed the parcel to said individual, notwithstanding the density or intensity of use assigned to the parcel in the plan. Such a provision shall apply only once to any individual.

DeSoto County initiated a Comprehensive Plan text amendment to add this opportunity for the community, by drafting new policy 1.1.15, as follows:

Policy 1.1.15: *Family Homestead.* Pursuant to Florida Statutes Section 163.3179, a person owning a parcel may convey a portion of the parcel to an "immediate family member", defined as a grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child or grandchild of the person who conveyed the parcel to said individual, for use of that family member solely as a homestead, as an exception to the density provisions contained in this element. This exception shall apply only once to any such immediate family member. However, this exception shall not apply to lots in platted subdivisions. The land development regulations shall provide procedures for lot splits or subdivision of land for the purpose of conveying a lot or parcel to immediate family members meeting these requirements for the establishment of a homestead and shall provide for minimum lot size of the lots so created and the remaining lot. Lot splits or subdivisions of land permitted pursuant to this policy shall be subject to compliance with all other applicable provisions of this Comprehensive Plan and the LDRs.

The Board approved the transmittal of the Comprehensive Plan text amendment (COMP-0014-2025, Resolution 2025-068) (Exhibit A) on August 12, 2025, and staff received a letter from the Florida Department of Commerce on September 9, 2025, stating, "Florida Commerce has no comment on the proposed amendment." (Exhibit B).

Staff has prepared an amendment to the LDR as the next step to implementing the Comprehensive Plan policy and both adoption of the Comprehensive Plan Amendment and the LDR amendments are scheduled for December 16, 2025. Should the Comprehensive Plan amendment be denied by the Board, the LDR text amendment could not move forward.

LDR AMENDMENT: The following are proposed amendments to the DeSoto County Land Development Regulations to implement the Comprehensive Plan text amendment (Policy 1.1.15) recognizing the Family Homestead Act.

The proposed amendment adds Section 20-233 to the LDR, providing for the requirements when subdividing land under the family homestead exemption.

The items highlighted in yellow were added to the staff recommended amendment following the Planning Commission hearing.

20-233. Family Homestead Exemption

(a) Applicability. Per F.S. 163.3179, as amended, a family homestead exemption may be granted an exception to the density standards of the Comprehensive Plan Future Land Use Map designation. Such exemption shall also apply to the minimum lot area, lot width and depth standard, and lot frontage, under the applicable zoning category.

(b) Application shall include the applicable fee established by the Board of County Commissioners and the following when submitted to the Development Department and be administratively reviewed.

(1) A Certified Boundary Survey (signed & sealed) and Legal Description(s) created within 1-year of application, titled as "Boundary Survey for Family Homestead Exemption", accompanied by an attorney opinion of title or a title search report, with the following information on the survey:

a. *North Arrow, Scale, Legend, Key Map, and Legal Description(s);*
b. *Dimensions of the proposed parcel(s) and all property lines, and the lot area for each parcel, including permanent reference monuments (PRMs);*
c. *All structures located within 50' of new lot lines (for both the proposed parcel and for contiguous lots) or a note stating that none exist;*
d. *Existing onsite driveways, well/septic, and public utilities (for both the proposed parcel and within 300 feet for contiguous lots), or a note stating that none exist. An ingress/egress easement shall be provided for the driveway if it will be used to provide access to the Family Homestead Lots.*
e. *Existing easements, platted and maintained rights-of-way within and contiguous to proposed lot(s) or a note stating that none exist;*
f. *Any encumbrances identified in the title opinion or title search report and a note stating, "the survey was prepared with the benefit of a title report."*
g. *Updated access easement if an existing private street is used for access to new lot(s).*

(2) Deed of the parent parcel showing the applicant has owned the parent parcel for a minimum of 2-years;

(3) Proposed covenants and restrictions provided by subsection (d), executed by the applicant; and

(4) An affidavit made jointly by the applicant/owner and the immediate family member to whom a portion of the property is intended to be conveyed, devised, or transferred, on a form provided by the Development Department, and verifying the following:

a. *The Parent parcel and the proposed Family Homestead Exemption lot;*
b. *The intended recipient of the land is an immediate family member of the person from whom the parcel is conveyed, devised, or transferred, as defined in Policy 1.1.15 of the Future Land Use Element, DeSoto County Comprehensive Plan, and is legally eligible to own fee simple title to homestead property under Florida law.*

(c) Requirements for approval:

(1) Existing parent parcel shall be located in the A-10 or A-5 zoning districts, is a legal lot of record and owned a minimum of two consecutive years by the person who plans to convey property under this exemption.

(2) The parcels to be created by the proposed division shall only be conveyed to an immediate family member, as defined by Policy 1.1.15 of the Future Land Use Element, DeSoto County Comprehensive Plan, and these LDRs.

(3) Any person who is conveyed a parcel created by a family homestead exemption may not be conveyed any other parcels created under such an exemption.

(4) All parcels to be created by this section, including the remaining parent parcel, shall be a minimum of one-half acre and have frontage on a public road or publicly maintained right-of-

way, private street (may require updated access easement) or a driveway within a recorded ingress/egress easement, built to Engineering Detail, D-5 standards.

(5) The parent parcel proposed for division shall not be located in a recorded or unrecorded platted subdivision or be a parcel created through any administrative lot split process, including certified lots.

(6) A parent parcel may be divided under this section for a maximum of 6 lots with submittal of an application and review fee for each lot. Creation of 7 or more lots requires approval of a subdivision plat and is subject to all applicable standards of LDRs and DeSoto County Comprehensive Plan.

(7) All parcels to be created by this section, including the balance of the remaining parent parcel, must have access to the public street system. Access shall include direct frontage on a public street, county-maintained right-of-way, or via a driveway or private street (may require updated access easement) that intersects with the public street system. Said driveway shall be constructed at a minimum to Detail D-5, Engineering Standards within a recorded ingress/egress easement, with full consideration given to the functional, structural and aesthetic requirements, as approved by the County Engineer. There shall be only one ingress/egress easement allowed per parent parcel for Family Homestead Exemption lots.

(8) Addresses shall be assigned to each lot based on the public or private road frontage or nearest connected road via the driveway.

(9) The immediate family member to whom the Family Homestead Lot is conveyed shall apply for a building permit for a homestead within 6 months of recording the family homestead exemption approval letter with the Clerk of the Court.

(d) Limits on Transferability

(1) The parcel or parcels to be created by the proposed division shall be used solely as the homestead of an immediate family member of the person who conveyed the parcel to said individual for twenty years from the date of approval of the Family Homestead Lot. and shall not be transferable before the expiration of that twenty-year period, unless authorized by the Board of County Commissioners or as allowed by 20-233 (d)(2).

(2) The applicant shall provide covenants and restrictions to be executed by the applicant and the Development Director, on behalf of DeSoto County, which shall be recorded in the clerk of the court's records at the applicant's expense, restricting transfer, and regulating the development of the property to comply with the limitations of this section. The covenants and restrictions shall be enforceable by DeSoto County. The covenants and restrictions may be amended by the Board of County Commissioners, as necessary or can be administratively released in the case of death or institutionalization of the originally intended immediate family member.

(e) Recording

The family homestead exemption approval letter and signed & sealed survey shall be recorded in the clerk of the court's records at the applicant's expense, along with the executed covenants and

restrictions required by this section within 5 business days and a certified copy of the recorded documents provided to the Development Department.

(f) Compliance with other requirements.

(1) The parent parcel and all parcels created pursuant to this section shall comply with these and all other applicable comprehensive plan policies, and federal, state, and county regulations, including the requirements of this Code.

(2) Demonstration of compliance with the requirements for a family homestead exemption shall not itself constitute a basis for the granting of a variance from any other applicable provisions of this Code.

(g) Definitions. As used in this section, the following terms shall have the meanings set forth below:

(1) Immediate Family Member shall mean grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child or grandchild, per F.S. 163.3179, as amended.

(2) Parent Parcel shall mean the same a "Lot of Record" as defined in Section 20-1650.

Secs. ~~20-231—20-253. Reserved.~~ 20-234---20-252 Reserved.

PLANNING COMMISSION:

The Planning Commission considered this matter at their December 2, 2025, public hearing and recommended adoption of the LDR Amendment by a vote of 4-0, with concerns. While the Planning Commission did not have consensus on the concerns, the concerns raised included

- Too much regulation. Allow the exemption outright without limitations.
- Fast process needed to release the restrictive covenant because individuals may need to sell quickly.
- Require ownership of parent parcel for a minimum number of years to exercise the Homestead option.
- A 20 year restrictive covenant seems too long.
- Five acre parent parcel size and ½ acre minimum lot size for new lots.
- Question on whether they should be required to build a structure if it is to be used as homestead — otherwise, land can remain vacant.
- General concerns regarding abuse of the exemption and how it will be enforced.

RECOMMENDED ACTIONS

1. Motion to adopt the Land Development Regulations amendment, implementing Policy 1.1.15 of the Comprehensive Plan to prescribe specific standards for the division of property when conveying land as a family homestead.

2025-068 RESOLUTION OF THE COUNTY COMMISSION OF DESOTO COUNTY, FLORIDA, APPROVING FOR TRANSMITTALTO ALL REQUIRED ENTITIES A PROPOSED TEXT AMENDMENT TO THE FUTURE LAND USE ,ALLOWING FOR THE USE OF PROPERTY AS A HOMESTEAD.

Adopted August 12,2025

DESOTO COUNTY, FLORIDA
RESOLUTION 2025-068

A RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING FOR TRANSMITTAL TO ALL REQUIRED ENTITIES A PROPOSED TEXT AMENDMENT TO THE FUTURE LAND USE ELEMENT OF THE DESOTO COUNTY COMPREHENSIVE PLAN TO ADD A NEW POLICY 1.1.15 TO OBJECTIVE 1.1, PURSUANT TO SECTION 163.3179, FLORIDA STATUTES, ALLOWING FOR THE USE OF PROPERTY BY AN INDIVIDUAL SOLELY AS A HOMESTEAD, NOTWITHSTANDING THE DENSITY OR INTENSITY ASSIGNED TO THE PARCEL IN THE PLAN, IF CONVEYED BY A RELATIVE AS DEFINED THEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners (hereinafter referred to as the "Board") to prepare and enforce comprehensive plans for the development of the County; and

WHEREAS, the Board has expressed a desire to amend the DeSoto County Comprehensive Plan Future Land Use Element to incorporate provisions of Section 163.3179, Florida Statutes, allowing for use of property by an individual solely as a homestead, notwithstanding the density or intensity assigned to the parcel in the County's Comprehensive Plan, if said property was conveyed by a relative as defined in said statute; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board is required to transmit to the reviewing agencies and any other local government or governmental agency that has filed a written request with the governing body of the proposed Comprehensive Plan amendments; and

WHEREAS, public transmittal hearings on the Comprehensive Plan amendment were held by the DeSoto County Planning Commission, acting as the Local Planning Agency, on August 5, 2025, and by the Board on August 12, 2025, pursuant to Sections 163.3184 (3) and (5), F. S.; and

WHEREAS, upon the receipt of DeSoto County Comprehensive Plan amendment by the Florida Department of Commerce (FDC), the FDC must review the amendment and issue to DeSoto County an Objections, Recommendations and Comments (ORC) Report on the amendment; and

WHEREAS, upon receipt of the FDC ORC Report, DeSoto County has 180 days to adopt, adopt with changes, or not adopt the Comprehensive Plan amendment; and

WHEREAS, the Board directs the Development Director to transmit Comprehensive Plan text amendment to all required entities and designates the Development Director as the contact person.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORDA, AS FOLLOWS:

SECTION 1. The Board of County Commissioners hereby directs the Development Director to transmit to all applicable reviewing agencies as required by Section 163.3184, Florida Statutes, the proposed amendment to the DeSoto County Comprehensive Plan text, revising Objective 1.1 to add a new Policy 1.1.15, as more particularly set forth in Exhibit A to this Resolution.

SECTION 2. The proposed amendment to the DeSoto County Comprehensive Plan is attached as Exhibit A to this Resolution.

PASSED AND DULY ADOPTED in DeSoto County, Florida, this 12th day of August 2025.

ATTEST:

BY: _____
Mandy Hines
County Administrator

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
J.C. Deriso
Chairman

Approved as to form and legal sufficiency:

By: _____
Valerie Vicente
County Attorney

EXHIBIT A

DESOTO COUNTY COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT GOALS, OBJECTIVES AND POLICIES

Excerpt

GOAL 1: FUTURE GROWTH

[...]

Objective 1.1: Land Use Categories Established. The generalized land use categories depicted on the Interim 2040 Future Land Use Map Series **(FLEUMS-3)** are intended to establish varying degrees of environmental protection and intensity of development, transitioning from the natural environment to the most intensive developed areas by gradually increasing density and urban character.

***MEASURABLE TARGET**: Existence of implementing zoning classifications and number of units and/or number of square feet approved each year pursuant to regulations governing these land use classifications.*

Policy 1.1.1: *Future Population.* The Future Land Use Map shall contain an adequate supply of lands to accommodate the projected population.

Policy 1.1.2: *Land Use Categories.* The County shall implement the following land use categories as shown on the Future Land Use Map.

Land Use Categories	Base Density[1]/Intensity	Bonus** (Policy 1.1.3)
Rural/Agriculture	Residential – Up to 1 du/10 acres Non-residential – Up to 0.4 FAR maximum	**No bonus**
Low-Density Residential	Residential – Up to 2 du/acre Non-residential – Up to 0.4 FAR maximum	3.5 du/ac maximum* 1.0 FAR maximum
Medium-Density	Residential – Up to 3.5 du/acre	5 du/ac maximum *
Neighborhood (Live/Work) Mixed	Residential – Up to 3.5 du/acre Non-residential – Up to 0.4 FAR	5 du/ac maximum* 0.6 FAR maximum*
Employment Center	Non-residential – Up to 0.5 FAR	0.7 FAR maximum*
Urban Central Mixed Use	Residential – Up to 5 du/acre Non-residential – Up to 0.6 FAR	8 du/acre maximum 2.0 FAR maximum
Commercial	Non-residential- Up to 0.25	0.35 FAR maximum*

[1] See Policy 1.1.15 for density exceptions for family homesteads as permitted by Section 163.3179, Florida Statutes.

Land Use Categories	Base Density[1]/Intensity	Bonus** (Policy 1.1.3)
Public Land and Institutions	Publicly and semi-publicly owned lands that are effectively controlled from developing into a typical residential density or private non-residential land use not involved in service to the public. Examples include park, correctional facilities, sewer plants, etc.	
Electrical Generating Facility	This land use category is intended for electrical power generating facilities, which includes electric power plants and related facilities. This public service use includes directly related facilities for the production of electricity.	
Preservation	Dedicated by plat, site plan, easement or similar designation; permanently protected environmentally sensitive lands that may only be utilized for limited passive recreation	
Overlays	**Conservation**: Limited development subject to environmental analysis and protection of natural resources. Reverts to underlying future land use category if not in conservation area.	
	Generalized Phosphate Mining: Areas identified as having the highest potential for phosphate mining based on soil types and recognized mineral deposits.	
Master Planned Area	Identified and planned larger projects that must be developed as a whole. They are identified to ensure overall community/county integration and vision is achieved, versus isolated islands of development.	

Policy 1.1.3: Density Unit *Bonus Limits*. The Land Development Regulations shall require Planned Developments and include performance criteria for density bonuses within the various future land use categories, up to the following levels:

(1) Low-Density Residential Use - Up to 3.5 dwelling units per acre and up to a 1.0 FAR
(2) Medium-Density Residential Use - Up to 5 dwelling units per acre
(3) Neighborhood Mixed Use – Up to 5 dwelling units per acre and up to 0.6 FAR
(4) Employment Center- up to 1.2 FAR
(5) Urban Center Mixed Use – Up to 8 dwelling units per acre; up to 1.6 FAR

Policy 1.1.4: Density and Intensity Bonus Criteria. A bonus point schedule shall be established within the Land Development Regulations. The schedule shall give consideration to the performance criteria listed below as a minimum:

(1) Provisions and proximity to public infrastructure (water, sewer, urban roads)
(2) Proximity to public safety (Fire/EMS)
(3) Proximity to schools
(4) Use of clustering and protection of environmentally sensitive areas
(5) Increased urban design and landscaping
(6) Increased public recreation and open space
(7) Affordable Housing
(8) Mixed use developments and mixed use buildings
(9) Adjacent to lands developed with similar densities
(10) Connectivity between developments
(11) Donation of usable public land

(12) Use of multiple performance criteria to achieve higher densities
(13) Transfer of Development Rights (TDR's)
(14) Proximity to other supporting uses to reduce vehicle miles traveled or improved walkability.
(15) Ability of non-residential use to buffer residential from arterial and collector roads.

Policy 1.1.5: *Density/Intensity.* A binding site plan shall be required to be submitted and approved by the County as part of any applicant's request to receive an intensity/density bonus, including a rezoning, which demonstrates compliance with bonus criteria and LDR requirements

Policy 1.1.6: *Minimum Standards for Zoning District Applications.* The County shall monitor the Land Development Regulations and amend as needed, to incorporate the minimum standards that must be met for rezoning and bonus requests within the various future land use categories.

Policy 1.1.7: *Special Area Plans.* The County shall encourage preparation of special area studies, sector plans and other micro area land use studies to plan suitable land development patterns and coordinate the provision of necessary infrastructure and services.

Policy 1.1.8: *Zoning Districts.* The County shall establish, as needed, zoning districts to implement the goals of current and future land use categories.

Policy 1.1.9: *Zoning District Application Table.* The County shall amend its Land Development Regulations to include land use/zoning regulations/tables establishing zoning districts that implement current and future land use categories.

Policy 1.1.10: *Zoning Map.* The County shall amend its Zoning Map to apply newly created zoning districts.

Policy 1.1.11: *Rezoning.* The zoning amendment criteria in the Land Development Regulations shall be used to determine if a rezoning request to a new district is appropriate for a given property, in accordance with the comprehensive plan. The following general criteria, at a minimum, will be considered as part of the rezoning review process:
(1) Location, availability and capacity of public services and facilities.
(2) Proximity to similar densities/intensities.
(3) Location within transportation network.
(4) Environmental protection.

Policy 1.1.12: *Density Measurement.* Residential density shall be defined as the amount of dwelling units allowed per gross acre. This calculation shall include the entire property including roads, stormwater facilities, recreation areas, agricultural areas, natural resource preserves, etc. It shall not include areas separated off for non-residential uses (outparcels) or those areas otherwise not included as part of an overall development plan. It shall also not include property within the conservation overlay area, for which density within the area shall be calculated separately.

Policy 1.1.13: *BEBR.* The County will ensure that the Future Land Use Map includes

adequate amounts of lands to accommodate the medium projected housing growth by the University of Florida's Bureau of Economic and Business Research for a 10-year and 15-year planning period.

Policy 1.1.14: *Essential Services and Structures.* "Essential Services" (to include infrastructure such as water, wastewater, cable TV, etc.) and "Essential Services Facilities" (to include structures, housing or ancillary infrastructure) shall be allowed in any zone district through the County's Development Plan process.

Policy 1.1.15: *Family Homestead.* Pursuant to Florida Statutes Section 163.3179, a person owning a parcel may convey a portion of the parcel to an "immediate family member", defined as a grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child or grandchild of the person who conveyed the parcel to said individual, for use of that family member solely as a homestead, as an exception to the density provisions contained in this element. This exception shall apply only once to any such immediate family member. However, this exception shall not apply to lots in platted subdivisions. The land development regulations shall provide procedures for lot splits or subdivision of land for the purpose of conveying a lot or parcel to immediate family members meeting these requirements for the establishment of a homestead and shall provide for minimum lot size of the lots so created and the remaining lot. Lot splits or subdivisions of land permitted pursuant to this policy shall be subject to compliance with all other applicable provisions of this Comprehensive Plan and the LDRs.

September 9, 2025

The Honorable J.C. Deriso
Chairman, DeSoto County
Board of County Commissioners
201 East Oak Street, Suite 201
Arcadia, Florida 34266

Dear Chairman Deriso,

FloridaCommerce has reviewed the proposed comprehensive plan amendment for DeSoto County (Amendment No. 25-01ESR) received on August 25, 2025. The review was completed under the expedited state review process. FloridaCommerce has no comment on the proposed amendment.

The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, FloridaCommerce has enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the County is reminded that:

- Section 163.3184(3)(b), Florida Statutes (F.S.), authorizes other reviewing agencies to provide comments directly to the County. **If the County receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the County that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are availat upon request to individuals with disabilities. All voice telephone numbers on t document may be reached by persons using TTY/TTD equipment via the Floric Relay Service at 711.

If you have any questions concerning this review, please contact Scott Rogers, Regional Planning Administrator, by telephone at (850)-717-8510 or by email via Scott.Rogers@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /sr

Enclosure(s): Procedures for Adoption

cc: Misty Servia, Planning Director, DeSoto County
Jennifer Codo-Salisbury, Executive Director, Central Florida Regional Planning Council

An equal opportunity employer/program. Auxiliary aids and service are availat upon request to individuals with disabilities. All voice telephone numbers on t document may be reached by persons using TTY/TTD equipment via the Floric Relay Service at 711.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

DESOTO COUNTY, FLORIDA

ORDINANCE NO._____

AN ORDINANCE OF DESOTO COUNTY, FLORIDA, CREATING SECTION 20-233 "FAMILY HOMESTEAD EXEMPTION," TO ARTICLE III "SUBDIVISION PROCEDURES" OF CHAPTER 20 OF THE COUNTY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR REQUIREMENTS WHEN SUBDIVIDING LAND UNDER THE FAMILY HOMESTEAD EXEMPTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapters 125 and 163, Florida Statutes, authorize counties of the State of Florida to adopt and enforce regulations in the interest of public health, safety and welfare; and

WHEREAS, the DeSoto County (the "County") Board of County Commissioners (the "Board") is authorized to adopt ordinances regulating the use of land in the County through adoption of the Land Development Regulations and its Comprehensive Plan; and

WHEREAS, the Future Land Use Element of the County's Comprehensive Plan sets forth the range of permissible densities in those land use categories that permit residential development, including maximum densities; and

WHEREAS, Section 163.3179, F.S., titled "Family Homestead," permits local governments to include a comprehensive plan provision that allows the use of a parcel of property solely as a homestead by an individual who is the grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child, or grandchild of the person who conveyed the parcel to said individual, notwithstanding the density or intensity of use assigned to the parcel in the plan; and

WHEREAS, pursuant to the aforementioned statute, the Board adopted a new Policy 1.1.15 to its Future Land Use Element of the County's Comprehensive Plan to provide for the "Family Homestead" provision; and

WHEREAS, the purpose of this ordinance is to amend the County Land Development Regulations to implement standards and requirements when subdividing land under the family homestead exemption; and

WHEREAS, the Planning Commission considered the amendment to the Land Development Regulations at a meeting on December 2, 2025, and recommended adoption by a vote of 4-0; and

WHEREAS, the Board considered the recommendation of the Planning Commission and further finds that adoption of this ordinance is in the best interest of the residents of DeSoto County and serves a proper public purpose; and

WHEREAS, the Board has properly noticed and held public hearings in accordance with law prior to adopting this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, THAT:

Section 1. Incorporation of Recitals. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Amendment to Article III of Chapter 20 of the DeSoto County Code of Ordinances. Chapter 20, Article III, of the DeSoto County Code of Ordinances is hereby amended to create Section 20-233 as follows:

20-233. Family Homestead Exemption

(a) Applicability. Per F.S. 163.3179, as amended, a family homestead exemption may be granted an exception to the density standards of the Comprehensive Plan Future Land Use Map designation. Such exemption shall also apply to the minimum lot area, lot width and depth standard, and lot frontage, under the applicable zoning category.

(b) Application shall include the applicable fee established by the Board of County Commissioners and the following when submitted to the Development Department and be administratively reviewed.

(1) A Certified Boundary Survey (signed & sealed) and Legal Description(s) created within 1-year of application, titled as “Boundary Survey for Family Homestead Exemption”, accompanied by an attorney opinion of title or a title search report, with the following information on the survey:

a. North Arrow, Scale, Legend, Key Map, and Legal Description(s);
b. Dimensions of the proposed parcel(s) and all property lines, and the lot area for each parcel, including permanent reference monuments (PRMs);
c. All structures located within 50’ of new lot lines (for both the proposed parcel and for contiguous lots) or a note stating that none exist;
d. Existing onsite driveways, well/septic, and public utilities (for both the proposed parcel and within 300 feet for contiguous lots), or a note stating that none exist. An ingress/egress easement shall be provided for the driveway if it will be used to provide access to the Family Homestead Lots.
e. Existing easements, platted and maintained rights-of-way within and contiguous to proposed lot(s) or a note stating that none exist;
f. Any encumbrances identified in the title opinion or title search report and a note stating, “the survey was prepared with the benefit of a title report.”
g. Updated access easement if an existing private street is used for access to new lot(s).

(2) Deed of the parent parcel showing the applicant has owned the parent parcel for a minimum of 2-years;

(3) Proposed covenants and restrictions provided by subsection (d), executed by the applicant; and

(4) An affidavit made jointly by the applicant/owner and the immediate family member to whom a portion of the property is intended to be conveyed, devised, or transferred, on a form provided by the Development Department, and verifying the following:

a. The Parent parcel and the proposed Family Homestead Exemption lot;
b. The intended recipient of the land is an immediate family member of the person from whom the parcel is conveyed, devised, or transferred, as defined in Policy 1.1.15 of the Future Land Use Element, DeSoto County Comprehensive Plan, and is legally eligible to own fee simple title to homestead property under Florida law.

(c) Requirements for approval:

(1) Existing parent parcel shall be located in the A-10 or A-5 zoning districts, is a legal lot of record and owned a minimum of two consecutive years by the person who plans to convey property under this exemption.

(2) The parcels to be created by the proposed division shall only be conveyed to an immediate family member, as defined by Policy 1.1.15 of the Future Land Use Element, DeSoto County Comprehensive Plan, and these LDRs.

(3) Any person who is conveyed a parcel created by a family homestead exemption may not be conveyed any other parcels created under such an exemption.

(4) All parcels to be created by this section, including the remaining parent parcel, shall be a minimum of one-half acre and have frontage on a public road or publicly maintained right-of-way, private street (may require updated access easement) or a driveway within a recorded ingress/egress easement, built to Engineering Detail, D-5 standards.

(5) The parent parcel proposed for division shall not be located in a recorded or unrecorded platted subdivision or be a parcel created through any administrative lot split process, including certified lots.

(6) A parent parcel may be divided under this section for a maximum of 6 lots with submittal of an application and review fee for each lot. Creation of 7 or more lots requires approval of a subdivision plat and is subject to all applicable standards of LDRs and DeSoto County Comprehensive Plan.

(7) All parcels to be created by this section, including the balance of the remaining parent parcel, must have access to the public street system. Access shall include direct frontage on a public street, county-maintained right-of-way, or via a driveway or private street (may require updated access easement) that intersects with the public street system. Said driveway shall be constructed at a minimum to Detail D-5, Engineering Standards within a recorded ingress/egress easement, with full consideration given to the functional, structural and aesthetic requirements, as approved by the

County Engineer. There shall be only one ingress/egress easement allowed per parent parcel for Family Homestead Exemption lots.

(8) Addresses shall be assigned to each lot based on the public or private road frontage or nearest connected road via the driveway.

(9) The immediate family member to whom the Family Homestead Lot is conveyed shall apply for a building permit for a homestead within 6 months of recording said the family homestead exemption approval letter with the Clerk of the Court.

(d) Limits on Transferability

(1) The parcel or parcels to be created by the proposed division shall be used solely as the homestead of an immediate family member of the person who conveyed the parcel to said individual for twenty years from the date of approval of the Family Homestead Lot. and shall not be transferable before the expiration of that twenty-year period, unless authorized by the Board of County Commissioners or as allowed by 20-233 (d)(2).

2) The applicant shall provide covenants and restrictions to be executed by the applicant and the Development Director, on behalf of DeSoto County, which shall be recorded in the clerk of the court's records at the applicant's expense, restricting transfer, and regulating the development of the property to comply with the limitations of this section. The covenants and restrictions shall be enforceable by DeSoto County. The covenants and restrictions may be amended by the Board of County Commissioners, as necessary or can be administratively released in the case of death or institutionalization of the originally intended immediate family member.

(e) Recording

The family homestead exemption approval letter and signed & sealed survey shall be recorded in the clerk of the court's records at the applicant's expense, along with the executed covenants and restrictions required by this section within 5 business days and a certified copy of the recorded documents provided to the Development Department.

(f) Compliance with other requirements.

(1) The parent parcel and all parcels created pursuant to this section shall comply with these and all other applicable comprehensive plan policies, and federal, state, and county regulations, including the requirements of this Code.

(2) Demonstration of compliance with the requirements for a family homestead exemption shall not itself constitute a basis for the granting of a variance from any other applicable provisions of this Code.

(g) Definitions. As used in this section, the following terms shall have the meanings set forth below:

(1) Immediate Family Member shall mean grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child or grandchild, per F.S. 163.3179, as amended.

(2) Parent Parcel shall mean the same a “Lot of Record” as defined in Section 20-1650.

Section 3. Severability. If any portion of this Ordinance is determined by any court to be invalid, the invalid portion will be stricken, and such striking will not affect the validity of the remainder of this Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be legally applied to any individual, group, entity, property, or circumstance, such determination will not affect the applicability of this Ordinance to any other individual, group, entity, property, or circumstance.

Section 4. Codification. It is the intent of the Board and is hereby provided that the provisions of this Ordinance shall become and be made a part of the DeSoto County Code of Ordinances, and that the sections for the Ordinance may be renumbered or lettered to accomplish such intention, and that the word “ordinance” may be changed to “section” or “article” or other appropriate designation in order to accomplish such intention.

Section 5. Effective Date. This ordinance shall become effective immediately upon filing with the Secretary of State.

DULY PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, THIS 16th DAY OF December 2025.

ATTEST:

By: _____
Mandy Hines,
County Administrator

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Steve Hickox,
Chairman

Approved as to form and legal sufficiency:

By: _____
Valerie Vicente,
County Attorney

DeSoto County

12/16/2025

Item #: 22.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 3:00 pm
☒ Public Hearing Ordinance

DEPARTMENT: Planning & Zoning
SUBMITTED BY: **Laura McClelland**
PRESENTED BY: **Misty Servia**

TITLE & DESCRIPTION:

Ordinance / Comprehensive Plan Text Amendment adding Family Homestead Exemption to the Future Land Use Element (County Initiated) Adoption

REQUESTED MOTION:

A motion to adopt/deny the proposed ordinance adopting the Comprehensive Plan Text Amendment adding Family Homestead Exemption to the Future Land Use Element and enter into the record this development review report and the findings and conclusions and all other competent substantial evidence presented at the hearing.

SUMMARY:

In May 2024, Development Department staff presented "Planning 101" and "Plat Process" presentations to the Planning Commission and the Board of County Commissioners (the "Board"). On January 28, 2025, a follow-up workshop was held before the Board related to the County's "Plat Process" and the subdivision of lands within the County more generally. Thereafter, an additional evening workshop was held on Feb. 24, 2025, to add another opportunity for public comment.

The presentations included an overview of issues and highlighted areas where clarity is lacking in the County's Land Development Regulations (LDRs) and Comprehensive Plan. Recommended amendments included the ability for qualifying property owners to be able to utilize Section 163.3179, Florida Statutes, which permits local governments to adopt revisions to their comprehensive plan to allow for use of property by an individual solely as a homestead, notwithstanding the density or intensity assigned to the parcel in the County's Comprehensive Plan Future Land Use Map, if said property was conveyed by a relative as defined in said statute (the "Family Homestead Act").

DESOTO COUNTY, FLORIDA
ORDINANCE 2025- ___

AN ORDINANCE OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS ADOPTING A COMPREHENSIVE PLAN TEXT AMENDMENT TO ADD A NEW POLICY 1.1.15 TO OBJECTIVE 1.1, PURSUANT TO SECTION 163.3179, FLORIDA STATUTES, ALLOWING FOR THE USE OF PROPERTY BY AN INDIVIDUAL SOLELY AS A HOMESTEAD, NOTWITHSTANDING THE DENSITY OR INTENSITY ASSIGNED TO THE PARCEL IN THE PLAN, IF CONVEYED BY A RELATIVE AS DEFINED THEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners (hereinafter referred to as the "Board") to prepare and enforce comprehensive plans for the development of the County; and

WHEREAS, the Community Planning Act (Sections 163.3161-163.3217, Florida Statutes) empowers and mandates the Board to prepare, adopt and amend a comprehensive plan for the County's future growth and development; and

WHEREAS, the Board has expressed a desire to amend the DeSoto County Comprehensive Plan Future Land Use Element to incorporate provisions of Section 163.3179, Florida Statutes, allowing for use of property by an individual solely as a homestead, notwithstanding the density or intensity assigned to the parcel in the County's Comprehensive Plan, if said property was conveyed by a relative as defined in said statute; and

WHEREAS, on August 5, 2025, at the duly advertised public transmittal hearing on amendment COMP-0000-0025 (State File #25-01ESR) the DeSoto County Planning Commission, acting as the Local planning Agency, pursuant to Section 163.31704, F.S. failed to support a motion to approve transmittal of the Resolution by a vote of 3-2; and

WHEREAS, on August 12, 2025, at the duly advertised public transmittal hearing on amendment COMP-0000-0025 (State File #25-01ESR), held by the Board, pursuant to Section 163.3184, F.S., the Board approved transmittal of the comprehensive plan text amendment to the State Land Planning Agency (Department of Commerce); and

WHEREAS, the County received a response from the Department of Commerce on September 09, 2025, which stated they had no comment on the proposed amendment; and

WHEREAS, on December 16, 2025, the Board held an adoption hearing to consider the adoption of the proposed amendment to its comprehensive plan, with due

public notice having been provided, and having considering all comments received during such public hearing, including the data and analyses provided for in the County staff report, finds it is necessary and desirable to adopt, and does hereby adopt, the comprehensive plan amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORDA, AS FOLLOWS:

SECTION 1. New Policy 1.1.15 of Objective 1.1 is hereby added to the Future Land Use Element of the DeSoto County Comprehensive Plan, as set forth below and in Exhibit A.

Policy1.1.15 *Family Homestead*. Pursuant to Florida Statutes Section 163.3179, a person owning a parcel may convey a portion of the parcel to an "immediate family member", defined as a grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child or grandchild of the person who conveyed the parcel to said individual, for use of that family member solely as a homestead, as an exception to the density provisions contained in this element. This exception shall apply only once to any such immediate family member. However, this exception shall not apply to lots in platted subdivisions. The land development regulations shall provide procedures for lot splits or subdivision of land for the purpose of conveying a lot or parcel to immediate family members meeting these requirements for the establishment of a homestead and shall provide for minimum lot size of the lots so created and the remaining lot. Lot splits or subdivisions of land permitted pursuant to this policy shall be subject to compliance with all other applicable provisions of this Comprehensive Plan and the LDRs."

Additionally, a superscript "(1)" corresponding to a footnote (1) shall be added to "Base Density/Intensity" column title to cross-reference the new Policy 1.1.15.

PASSED AND DULY ADOPTED in DeSoto County, Florida, this 16th day of December 2025.

ATTEST:

BY: _____
Mandy Hines
County Administrator

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Hickox
Chairman

Approved as to form and legal sufficiency:

By: _____
Valerie Vicente
County Attorney

EXHIBIT A

DESOTO COUNTY COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT GOALS, OBJECTIVES AND POLICIES

Excerpt

GOAL 1: FUTURE GROWTH

[…]

Objective 1.1: Land Use Categories Established. The generalized land use categories depicted on the Interim 2040 Future Land Use Map Series **(FLEUMS-3)** are intended to establish varying degrees of environmental protection and intensity of development, transitioning from the natural environment to the most intensive developed areas by gradually increasing density and urban character.

MEASURABLE TARGET*: Existence of implementing zoning classifications and number of units and/or number of square feet approved each year pursuant to regulations governing these land use classifications.*

Policy 1.1.1: *Future Population.* The Future Land Use Map shall contain an adequate supply of lands to accommodate the projected population.

Policy 1.1.2: *Land Use Categories.* The County shall implement the following land use categories as shown on the Future Land Use Map.

Land Use Categories	Base Density[1]/Intensity	Bonus** (Policy 1.1.3)
Rural/Agriculture	Residential – Up to 1 du/10 acres Non-residential – Up to 0.4 FAR maximum	**No bonus**
Low-Density Residential	Residential – Up to 2 du/acre Non-residential – Up to 0.4 FAR maximum	3.5 du/ac maximum* 1.0 FAR maximum
Medium-Density Residential	Residential – Up to 3.5 du/acre	5 du/ac maximum *
Neighborhood (Live/Work) Mixed	Residential – Up to 3.5 du/acre Non-residential – Up to 0.4 FAR	5 du/ac maximum* 0.6 FAR maximum*
Employment Center	Non-residential – Up to 0.5 FAR	0.7 FAR maximum*
Urban Central Mixed Use	Residential – Up to 5 du/acre Non-residential – Up to 0.6 FAR	8 du/acre maximum 2.0 FAR maximum
Commercial	Non-residential- Up to 0.25	0.35 FAR maximum*

[1] See Policy 1.1.15 for density exceptions for family homesteads as permitted by Section 163.3179, Florida Statutes.

Land Use Categories	Base Density[1]/Intensity	Bonus** (Policy 1.1.3)
Public Land and Institutions	Publicly and semi-publicly owned lands that are effectively controlled from developing into a typical residential density or private non-residential land use not involved in service to the public. Examples include park, correctional facilities, sewer plants, etc.	
Electrical Generating Facility	This land use category is intended for electrical power generating facilities, which includes electric power plants and related facilities. This public service use includes directly related facilities for the production of electricity.	
Preservation	Dedicated by plat, site plan, easement or similar designation; permanently protected environmentally sensitive lands that may only be utilized for limited passive recreation	
Overlays	**Conservation**: Limited development subject to environmental analysis and protection of natural resources. Reverts to underlying future land use category if not in conservation area.	
	Generalized Phosphate Mining: Areas identified as having the highest potential for phosphate mining based on soil types and recognized mineral deposits.	
Master Planned Area	Identified and planned larger projects that must be developed as a whole. They are identified to ensure overall community/county integration and vision is achieved, versus isolated islands of development.	

Policy 1.1.3: Density Unit *Bonus Limits.* The Land Development Regulations shall require Planned Developments and include performance criteria for density bonuses within the various future land use categories, up to the following levels:

(1) Low-Density Residential Use - Up to 3.5 dwelling units per acre and up to a 1.0 FAR
(2) Medium-Density Residential Use - Up to 5 dwelling units per acre
(3) Neighborhood Mixed Use – Up to 5 dwelling units per acre and up to 0.6 FAR
(4) Employment Center- up to 1.2 FAR
(5) Urban Center Mixed Use – Up to 8 dwelling units per acre; up to 1.6 FAR

Policy 1.1.4: Density and Intensity Bonus Criteria. A bonus point schedule shall be established within the Land Development Regulations. The schedule shall give consideration to the performance criteria listed below as a minimum:

(1) Provisions and proximity to public infrastructure (water, sewer, urban roads)
(2) Proximity to public safety (Fire/EMS)
(3) Proximity to schools
(4) Use of clustering and protection of environmentally sensitive areas
(5) Increased urban design and landscaping
(6) Increased public recreation and open space
(7) Affordable Housing
(8) Mixed use developments and mixed use buildings
(9) Adjacent to lands developed with similar densities
(10) Connectivity between developments
(11) Donation of usable public land

(12) Use of multiple performance criteria to achieve higher densities
(13) Transfer of Development Rights (TDR's)
(14) Proximity to other supporting uses to reduce vehicle miles traveled or improved walkability.
(15) Ability of non-residential use to buffer residential from arterial and collector roads.

Policy 1.1.5: *Density/Intensity*. A binding site plan shall be required to be submitted and approved by the County as part of any applicant's request to receive an intensity/density bonus, including a rezoning, which demonstrates compliance with bonus criteria and LDR requirements

Policy 1.1.6: *Minimum Standards for Zoning District Applications.* The County shall monitor the Land Development Regulations and amend as needed, to incorporate the minimum standards that must be met for rezoning and bonus requests within the various future land use categories.

Policy 1.1.7: *Special Area Plans.* The County shall encourage preparation of special area studies, sector plans and other micro area land use studies to plan suitable land development patterns and coordinate the provision of necessary infrastructure and services.

Policy 1.1.8: *Zoning Districts.* The County shall establish, as needed, zoning districts to implement the goals of current and future land use categories.

Policy 1.1.9: *Zoning District Application Table.* The County shall amend its Land Development Regulations to include land use/zoning regulations/tables establishing zoning districts that implement current and future land use categories.

Policy 1.1.10: *Zoning Map.* The County shall amend its Zoning Map to apply newly created zoning districts.

Policy 1.1.11: *Rezoning.* The zoning amendment criteria in the Land Development Regulations shall be used to determine if a rezoning request to a new district is appropriate for a given property, in accordance with the comprehensive plan. The following general criteria, at a minimum, will be considered as part of the rezoning review process:
(1) Location, availability and capacity of public services and facilities.
(2) Proximity to similar densities/intensities.
(3) Location within transportation network.
(4) Environmental protection.

Policy 1.1.12: *Density Measurement.* Residential density shall be defined as the amount of dwelling units allowed per gross acre. This calculation shall include the entire property including roads, stormwater facilities, recreation areas, agricultural areas, natural resource preserves, etc. It shall not include areas separated off for non-residential uses (outparcels) or those areas otherwise not included as part of an overall development plan. It shall also not include property within the conservation overlay area, for which density within the area shall be calculated separately.

Policy 1.1.13: *BEBR*. The County will ensure that the Future Land Use Map includes

adequate amounts of lands to accommodate the medium projected housing growth by the University of Florida's Bureau of Economic and Business Research for a 10-year and 15-year planning period.

Policy 1.1.14: *Essential Services and Structures*. "Essential Services" (to include infrastructure such as water, wastewater, cable TV, etc.) and "Essential Services Facilities" (to include structures, housing or ancillary infrastructure) shall be allowed in any zone district through the County's Development Plan process.

Policy 1.1.15: *Family Homestead*. Pursuant to Florida Statutes Section 163.3179, a person owning a parcel may convey a portion of the parcel to an "immediate family member", defined as a grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child or grandchild of the person who conveyed the parcel to said individual, for use of that family member solely as a homestead, as an exception to the density provisions contained in this element. This exception shall apply only once to any such immediate family member. However, this exception shall not apply to lots in platted subdivisions. The land development regulations shall provide procedures for lot splits or subdivision of land for the purpose of conveying a lot or parcel to immediate family members meeting these requirements for the establishment of a homestead and shall provide for minimum lot size of the lots so created and the remaining lot. Lot splits or subdivisions of land permitted pursuant to this policy shall be subject to compliance with all other applicable provisions of this Comprehensive Plan and the LDRs.

DeSoto County

12/16/2025

Item #: 23.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 6:30 pm
☒ Public Hearing Agreement

DEPARTMENT: Legal
SUBMITTED BY: **Valerie Vicente, County Attorney**
PRESENTED BY: **Valerie Vicente, County Attorney**

TITLE & DESCRIPTION:
Osceola/VCH Mediated Settlement Agreement (FLUEDRA)

REQUESTED MOTION:
Motion to accept/deny the Mediated Settlement Agreement.

SUMMARY:
The County participated in the mandatory mediation required by Section 70.51, Florida Statutes, as a result of a petition filed by VCH Holdings and Osceola Organics, challenging the Board's denial of their Special Exception application for a biosolids composting facility. The parties have reached a mediated settlement agreement which is included in the agenda for the Board's consideration.

BACKGROUND:
On or about August 21, 2024, Osceola Organics, LLC ("Osceola") submitted a Special Use application to the County requesting Special Exception approval to operate a 32-acre biosolids composting facility on VCH Holdings, LLC's ("VCH") real property.

Thereafter, on March 4, 2025, the DeSoto County Planning Commission held a duly noticed public hearing on Osceola's application and forwarded its recommended approval to the DeSoto County Board of County Commissioners (the "Board"). Then, on March 25, 2025, the Board held a duly noticed public hearing on the application and tabled the item until April 22, 2025.

On April 22, 2025, the Board held a second duly noticed public hearing on Osceola's application, where additional testimony and evidence was presented by County staff, the applicant, and interested parties. Following the conclusion of the public hearing on April 22, 2025, the Board denied Osceola's application.

On May 29, 2025, Osceola and VCH (as "Petitioners") initiated the process prescribed in

section 70.51, Florida Statutes, by filing Petitioners' Request for Relief Under the Florida Land Use and Environmental Dispute Resolution Act ("FLUEDRA"). On September 3, 2025, the County served its Response to Petitioners' Request.

In accordance with the requirements of FLUEDRA, on October 8, 2025, the Petitioners and the County participated in a public hearing before Special Magistrate Mark P. Barnebey, which resulted in the negotiation of the terms and conditions of a Mediated Settlement Agreement.

The County Attorney's office recommends adoption of the proposed Mediated Settlement Agreement, which includes the original 12 recommended conditions prepared by staff and contained in their staff report, as well as an additional 8 conditions, as set forth in Section 3 therein.

FUNDS:
Budget Amount: **NA**
Actual Agenda Item: Click or tap here to enter text.
Cost: Click or tap here to enter text.
Account Number: Click or tap here to enter text.
Explanation: Click or tap here to enter text.

In Re: Request for Relief Under the Florida Land Use and Environmental Dispute Resolution Act
VCH HOLDINGS, LLC and OSCEOLA ORGANICS, LLC (Petitioners)
DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS (Respondent)

MEDIATED SETTLEMENT AGREEMENT

THIS MEDIATED SETTLEMENT AGREEMENT ("Agreement") is made by and among **VCH HOLDINGS, LLC** ("VHC"), whose principal address is 5389 NW Lily Avenue, Arcadia, Florida 34266, **OSCEOLA ORGANICS, LLC** ("Osceola") whose principal address is 15051 Frank Jarrell Road, Clermont, Florida 34714 (collectively, the "Petitioners" or "Applicants"), and **DESOTO COUNTY**, a political subdivision of the State of Florida (the "County"), whose mailing address is 201 E. Oak Street, Arcadia, Florida 34266, who are collectively referred to in this Agreement as the "Parties." This Agreement shall be deemed effective on the date approved by the DeSoto County Board of County Commissioners, as evidenced by execution by the Chairman of the DeSoto County Board of County Commissioners or his designee.

RECITALS

WHEREAS, on or about August 21, 2024, Osceola submitted a Special Use application to the County requesting Special Exception approval to operate a 32-acre biosolids composting facility on VCH's real property; and

WHEREAS, on March 4, 2025, the DeSoto County Planning Commission held a duly noticed public hearing on Osceola's application and forwarded its recommended approval to the DeSoto County Board of County Commissioners; and

WHEREAS, on March 25, 2025, the Board of County Commissioners held a duly noticed public hearing on the application and tabled the item until April 22, 2025; and

WHEREAS, on April 22, 2025, the Board of County Commissioners held a second duly noticed public hearing on Osceola's application, where additional testimony and evidence was presented by County staff, the applicant, and interested parties; and

WHEREAS, following the conclusion of the public hearing on April 22, 2025, the Board of County Commissioners denied Osceola's application seeking Special Exception approval to operate a biosolids composting facility on VCH's real property; and

WHEREAS, on May 29, 2025, Petitioners initiated the process prescribed in section 70.51, Florida Statutes, by filing Petitioners' Request for Relief Under the Florida Land Use and Environmental Dispute Resolution Act; and

WHEREAS, on September 3, 2025, the County served its Response to Petitioners' Request; and

WHEREAS, on October 8, 2025, the Petitioners and the County participated in a public hearing before Special Magistrate Mark P. Barnebey, which resulted in the negotiation of the terms and conditions set forth herein; and

WHEREAS, the October 8, 2025, public hearing was duly noticed in accordance with the provisions of section 70.51(15), Florida Statutes; and

WHEREAS, the Petitioners and the County desire to voluntarily execute this Mediated Settlement Agreement to resolve any and all issues and claims raised in, and related to, Petitioners' Request for Relief Under the Florida Land Use and Environmental Dispute Resolution Act.

NOW, THEREFORE, in consideration of the premises, promises, mutual covenants, and conditions contained herein, and each act done pursuant hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed by the Parties that:

1. **Effect of Recitals.** The recitals set forth above are true and correct and incorporated by reference into this Agreement.

2. The Petitioners and the County agree, acknowledge, and warrant that this Mediated Settlement Agreement is intended as a comprehensive settlement of all issues raised by the Petitioners in their Request for Relief Under the Florida Land Use and Environmental Dispute Resolution Act, dated May 29, 2025.

3. **Petitioners' Obligations.** In consideration of the terms set forth herein, the Petitioners VCH HOLDINGS, LLC and OSCEOLA ORGANICS, LLC, agree to the following terms, conditions, and obligations. As used in this section, "Applicant" shall mean OSCEOLA ORGANICS, LLC.

a. Applicant agrees to line the leachate collection pond for the facility prior to commencing operation of the biosolids treatment facility.

b. Applicant agrees to construct a three-foot earthen berm around the leachate pond prior to commencing operation of the biosolids treatment facility.

c. Applicant agrees to construct the impervious pad for processing materials at an elevation at least two feet above the 100-year flood plain elevation.

d. Applicant agrees to maintain the elevation of leachate in the leachate pond at a level below 80% of the leachate pond's permitted fluid capacity and will pump down and appropriately dispose of leachate to maintain leachate levels below that threshold. As used herein, "appropriately dispose of" shall mean either disposing the leachates off-site or utilizing the leachate to spray composting materials for purposes of hydration during the curing so long as said spraying of leachate occurs on materials located on the impervious pad for processing said materials.

e. Applicant agrees to develop an emergency management plan for the leachate pond to provide for pump down to the extent feasible dependent on groundwater elevation and

appropriately dispose of leachate, as set forth above, when the National Hurricane Center three-day warning and forecast cone for storm center includes the biosolids treatment facility property. Applicant will provide the emergency management plan to the County prior to commencing operations of the biosolids treatment facility.

f. Applicant agrees to retain an independent third party to collect leachate samples, and retain sample control through transport and testing. Applicant agrees to provide copies of test results required by FDEP Permit Number FLAB07481-001-DW1S to the County at the time of submission to FDEP.

g. Applicant agrees to construct a grassy swale to polish water discharged from the project's surface water management system outfall identified in FDEP Environmental Resource Permit No. 454898-001-E1.

h. Applicant accepts the 12 conditions set forth in the Special Exception Use App. USE-0192-2024, subject to amending Condition No. 7 to provide that County personnel may inspect the site once per year during normal business hours with 24 hours' notice to ensure owner/operator's compliance with the special exception use approval/conditions.

i. Applicant agrees to limit incoming loads of biosolids to 30 truckloads each weekday and to 15 truckloads each Saturday.

4. **County's Obligation(s).** In consideration of the terms set forth herein, the County agrees to adopt an Amended Resolution Approving Special Exception Use Application (USE-0192-2024) for a Class AA Biosolids Processing Facility for Osceola Organics, LLC within the Agricultural-10 Zoning District, for the specific parcels at issue, and incorporating the specific conditions and agreements identified in section 3 of this Agreement immediately above.

5. **No Further Litigation.** In consideration of the terms set forth above, the Petitioners, VCH HOLDINGS, LLC and OSCEOLA ORGANICS, LLC, also hereby agree, on the Petitioners' own behalf as well as any heirs, executors, administrators, and assigns, to waive, release, forever discharge, and voluntarily covenant not to sue the County regarding any actions or omissions that occurred prior to execution of this Agreement in relation to the subject matter of this Agreement. This includes, but is not limited to, claims for appellate, declaratory, and/or injunctive relief, and actions which could have been initiated pursuant to Chapter 70, Florida Statutes, Chapter 86, Florida Statutes, Chapter 163, Florida Statutes, and/or 42 U.S.C. § 1983.

Petitioners hereby affirm that they, individually and/or collectively, have not transferred or assigned to any person or entity any rights, claims, or causes of action which the Petitioners have or might have had against the County. Petitioners also affirm they, individually and/or collectively, have not filed, caused to be filed, or presently are a party to any claim, complaint, or action against the County in any forum or form, other than those specifically enumerated by case number herein. Petitioners further agree that there is no reason to bring any suit, charge, complaint, or similar action against the County relating to the subject matter of this Agreement and that the Petitioners will not do so in the future regarding any matters that existed prior to the execution of this Agreement. Petitioners hereby agree that if they, individually and/or collectively, do file any such

suit, charge, complaint, or similar action relating to the subject matter of this Agreement that existed prior to the execution of this Agreement, that the County may submit a copy of this Agreement to the appropriate court, agency, or other body and that this Agreement shall act as a voluntary dismissal with prejudice by the Petitioners of any such suit, charge, complaint, or similar action.

6. **No Admission of Liability.** The execution of this Agreement is a matter of convenience and shall not be considered as an admission of any fact or liability of any type whatsoever by any of the Parties.

7. **Attorneys' Fees and Costs.** Each Party to this Agreement shall be responsible for its own attorneys' fees and costs incurred in the above-captioned action.

8. **Warranties as to Litigation.** Petitioners warrant there are no other pending lawsuits, Complaints, or Charges filed by the Petitioners, individually and/or collectively, relating to the County other than referenced herein.

9. **Warranties as to Signature.** This Agreement is signed by the Petitioners and by authorized representatives of the County. By signing this Agreement, each signatory declares, represents, and warrants that: (1) the person has the full authority to bind the entity on whose behalf he or she signs this Agreement; (2) the individual and the entity which has granted signatory authority to the individual fully understand the terms of this Agreement and this Agreement constitutes a legal, valid, and binding obligation of the individual and the entity, enforceable in accordance with its terms; (3) the individual and the entity which has granted signatory authority to the individual voluntarily accept the terms of this Agreement for the purpose of compromising, disposing of, and settling the claims identified above; and (4) no other authorization, approval, consent, or court order is required on behalf of such Party.

10. **Subsequent Acts.** Each of the Parties agrees to cooperate fully to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms, conditions, and intent of this Agreement.

11. **Enforceability of Agreement.** The Parties understand and agree that the promises and undertakings set forth herein are the sole consideration for the Agreement, that the conditions stated herein are contractual and not mere recitals, and that all agreements and undertakings on the subject matter hereof are express and embodied herein. Anything herein to the contrary notwithstanding, this Agreement may be fully enforced by any action at law or in equity and nothing herein shall preclude or be construed to preclude any action in law or in equity to enforce the provisions of this Agreement.

12. **Survival.** The representations and warranties set forth herein, and the obligations and covenants of this Agreement, survive the execution of the Agreement.

13. **Full Disclosure.** The Parties acknowledge and agree that each is releasing certain rights and assuming certain duties and obligations which, but for this Agreement, would not have been released or assumed. Accordingly, the Parties agree that this Agreement is fully and adequately

supported by consideration and is fair and reasonable, that the Parties have had the opportunity to consult with and have, in fact, consulted with such experts of their choice as they may have desired, and that they have had the opportunity to discuss this matter with counsel of their choice.

14. **General Provisions.**

a. This Agreement contains contractual obligations that are not mere recitals.

b. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of DeSoto.

c. The Parties agree to the execution of this Agreement in counterparts. Facsimile and scanned copies of this Agreement, and any signatures, shall be considered originals for all purposes.

d. The Parties acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent, and the resulting document shall not, as a matter of judicial construction, be construed more severely against one of the Parties than the other.

e. If any provision or term of this Agreement is deemed to be illegal or unenforceable in any respect, such provision or term shall not affect any other provision or term hereof, and this Agreement shall be construed as if the provision or term had never been contained herein.

f. This Agreement contains the entire agreement of the Parties and no representations, inducements, promises, or agreements between the Parties not contained in this Agreement will be of any force and effect. Any amendments, modifications, additions, or alteration of this Agreement must be in writing and executed with the same formalities as the Agreement.

15. **Representation.** The Parties acknowledge that they are and have been represented by counsel in connection with the negotiation of this Agreement, that the provisions of this Agreement and the legal effect thereof have been fully explained to them, and that they have entered into this Agreement freely, voluntarily, and without coercion or undue influence.

THE SIGNATORIES TO THIS AGREEMENT ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING AGREEMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.

VCH HOLDINGS, LLC

Signature: _____

Date: _____

OSCEOLA ORGANICS, LLC

Signature: _____

Date: _____

DESOTO COUNTY, FLORIDA,
a political subdivision of the State of Florida

Signature: _____

Name: _____

Title: _____

Date: _____

DeSoto County

12/16/2025

Item #: 24.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 6:30 pm
☒ Public Hearing Other

DEPARTMENT: Legal
SUBMITTED BY: **Valerie Vicente, County Attorney**
PRESENTED BY: **Valerie Vicente, County Attorney**

TITLE & DESCRIPTION:
Amended Resolution 2025-031, Approving Special Exception Use for Osceola/VCH pursuant to Mediated Settlement Agreement

REQUESTED MOTION:
Motion to approve Amended Resolution 2025-031.

SUMMARY:
In the event that the Board approves the Mediated Settlement Agreement, the terms of said Agreement require that the Board adopt an Amended Resolution 2025-031, approving Osceola/VCH's Special Exception Use application for a biosolids composting facility, and further incorporating the negotiated settlement terms and conditions.

BACKGROUND:
For a complete background and factual history, please refer to the agenda item immediately preceding this regarding the Mediated Settlement Agreement between the County, Osceola Organics, LLC, and VCH Holdings, LLC.

If the Board approves the Mediated Settlement Agreement, the County is required to amend Resolution 2025-031 to provide that Osceola's and VCH's Special Exception Use application is approved, and include all of the additional negotiated conditions of settlement, which will be reflected in a newly adopted Amended Resolution 2025-031(A).

Subject to amending Condition No. 7 to provide that County personnel may inspect the site once per year during normal business hours with 24 hours' notice to ensure owner/operator's compliance with the special exception use approval/conditions, Amened Resolution 2025-031(A) provides for all of the original conditions recommended by staff for approval, as well as additional conditions negotiated through the mediation process

DESOTO COUNTY, FLORIDA

AMENDED AND RESTATED RESOLUTION NO. 2025-031(A)

AN AMENDED AND RESTATED RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING WITH CONDITIONS A SPECIAL EXCEPTION USE (USE-0192-2024) FOR A CLASS AA BIOSOLIDS PROCESSING FACILITY FOR OSCEOLA ORGANICS, WITHIN THE AGRICULTURAL-10 ZONING DISTRICT; THE PARENT PARCEL IS ±757.88 ACRES, THE LEASE AREA IS ±413.94 ACRES, WITH A PROJECT AREA OF ±32.03 ACRES; THE PROPERTY IS LOCATED ON NW HIGHWAY 70, AND THE PROPERTY IDENTIFICATION NUMBERS ARE 03-37-23-0000-0010-0000, 03-37-23-0314-0010-0010, 03-37-23-0313-0010-0010, 03-37-23-0305-0010-0010, 03-37-23-0312-0010-0010, 03-37-23-0304-0010-0010, AND 10-37-23-0000-0020-0000; INCORPORATING THE WHEREAS CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 21, 2024, a Special Exception Use application and required review fee was submitted to the Development Department (USE-0192-2024) by Osceola Organics LLC ("Applicant" or "Osceola") requesting approval of a Special Exception to allow a biosolids processing facility within an approximate 32.03 acre project area on a 413.94-acre lease area within a 757.88-acre parcel zoned Agricultural-10 (A-10), located on NW Highway 70 (the "Subject Property") (generally, the "Application"); and

WHEREAS, the DeSoto County Property Appraiser records show that the Subject Property is located on NW Highway 70 and is owned by VCH Holdings, LLC ("VCH") (Exhibit A: General Location Map); and

WHEREAS, the 2040 Future Land Use Map shows the Subject Property and the 413.94 acre lease area (32.03 acre project area) is located within the Rural/Agricultural Future Land Use Category and Conservation Overlay District (COD) of the Comprehensive Plan, and the Official Zoning District Atlas shows the Subject Property is zoned Agricultural-10 (A-10); and

WHEREAS, Land Development Regulations (LDR) Section 20-126(1)(c)(1) provides for "agriculturally related processing" and Section 20-126(1)(c)(16) provides for "other similar uses which are comparable in nature with the foregoing" as a Special Exception Use provided the criteria for special exception uses in LDR Article XI, Division 5, of this chapter are met; and

WHEREAS, the Development Department has reviewed the Special Exception Use application and concludes the application is in conformance with the applicable LDR requirements and consistent with the County's Comprehensive Plan; and

WHEREAS, on March 4 2025, the Planning Commission held a duly noticed public

hearing on the application, entered the Development Review Report and all other competent substantial evidence presented at the hearing into the record, and forwarded the record to the Board of County Commissioners (Board) with the recommendation of approval by a vote of 4-1 to approve the proposed Resolution; and

WHEREAS, in accordance with LDR Section 20-1433, the Planning Commission found that approval of the Special Exception Use will not adversely affect the public interest, and that the specific requirements governing the individual Special Exception Use, have been met by the applicant, and that satisfactory provisions and arrangements have been made concerning twelve (12) matters contained in LDR Section 20-1433, where applicable; and

WHEREAS, on March 25, 2025, the Board held a duly noticed public hearing on the application and tabled the item until April 22, 2025; and

WHEREAS, on April 22, 2025, the Board held a second duly noticed public hearing on Osceola's application, where additional testimony and evidence was presented by County staff, the applicant, and interested parties; and

WHEREAS, following the conclusion of the public hearing on April 22, 2025, the Board denied Osceola's application seeking Special Exception approval to operate a biosolids composting facility on VCH's real property, which denial was memorialized by Resolution 2025-31; and

WHEREAS, on May 29, 2025, Osceola and VCH initiated the process prescribed in section 70.51, Florida Statutes, by filing a Request for Relief Under the Florida Land Use and Environmental Dispute Resolution Act ("FLUEDRA"); and

WHEREAS, on September 3, 2025, the County served its Response to Petitioners' Request; and

WHEREAS, on October 8, 2025, Osceola, VCH, and the County participated in a public hearing before Special Magistrate Mark P. Barnebey, which resulted in the negotiation of the terms and conditions set forth in a Mediated Settlement Agreement; and

WHEREAS, the October 8, 2025, public hearing was duly noticed in accordance with the provisions of section 70.51(15), Florida Statutes; and

WHEREAS, on December 16, 2025, the Board considered and approved the Mediated Settlement Agreement, which provides for the approval of the Application, subject to additional negotiated conditions, and that the County adopt this Amended and Restated Resolution to memorialize and effectuate the Mediated Settlement Agreement and all conditions provided for therein.

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

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

Section 2. *Property description*. The 413.94 acre lease area is located on NW Highway 70, the Property Identification Numbers being 03-37-23-0000-0010-0000, 03-37-23-0314-0010-0010, 03-37-23-0313-0010-0010, 03-37-23-0305-0010-0010, 03-37-23-0312-0010-0010, 03-37-23-0304-0010-0010, and 10-37-23-0000-0020-0000.

Section 3. *Findings and conclusions*. Pursuant to the Mediated Settlement Agreement, the Board of County Commissioners finds the Special Exception Use request to be consistent with the Desoto County Comprehensive Plan and Land Development Regulations provided the below conditions are imposed, and hereby approves the Special Exception Use for Osceola Organics, for a biosolids processing facility in accordance with the concept plan, located in the Agricultural-10 (A-10) zoning district within a 32.03 acre project area of a 413.94 acre lease area, which is located on NW Highway 70 as illustrated on the concept plan (Exhibit D), subject to the following conditions:

1. The hours of operation are limited to 7:00 am to 5:00 pm, Monday through Friday, 7:00 am to 12:00 pm on Saturdays, and closed on Sundays, as proffered by the applicant.

2. The applicant is responsible for obtaining all required state and federal permits for the improvements and operations of the facility and shall provide a copy of the application to the State (or exemption from the agency) of any required permits such as but not limited to the SWFWMD, FDOT, ACOE, HRS, and FEDP, prior to approval of the Improvement Plan.

3. The property owner or designee shall obtain and maintain construction waste and commercial garbage collection contracts with the franchisee for all waste types, including construction and demolition waste generated, per County Ordinance 2006-35 through project completion.

4. A dumpster enclosure (wall, fence, gate) is not required. All other standards of the enclosure shall be provided, including the addition of two (2) bollards on each side of the pad to prevent the dumpster from rolling off of the pad. This shall be approved by the engineer with the Improvement Plan.

5. The applicant shall provide a report summarizing all reports, test results, FDEP findings and other data concerning the quality and quantity of pretreated biosolids delivered to the facility, as well as the quality and quantity of products produced at the facility. This report shall be provided annually to the Desoto County Development Department beginning 1 year after issuance of the Notice to Proceed until the business has ceased operations. The report shall confirm that only Class AA biosolids (fertilizer) have been produced.

6. The County shall be provided with access to the facility, upon reasonable notice, to conduct testing of the product being produced.

7. In accordance with the Mediated Settlement Agreement, County personnel may inspect the site once per year (during normal business hours with 24 hours' notice) to ensure that the requirements of the Special Exception and Improvement Plan approvals are being complied with and that no violations are present. Any conditions which are not complied with or any violations which are identified will be pursued in accordance with the County's code enforcement procedures. If the violation is not promptly corrected, the property owner will be notified, and the Special Exception may be revoked upon a publicly noticed hearing with the Board of County Commissioners.

8. The applicant shall provide an Environmental Site Study with submittal of the Improvement Plan. The study shall be prepared by a qualified professional and show the extent of the impact of development for the site, which is located in the Conservation Overlay District. The study shall provide evidence and an inventory of wetlands; soils posing severe limitations to construction; unique habitat; endangered species of wildlife and plants; significant historic structures and/or sites; and areas prone to periodic flooding (areas within the 100-year floodplain). The study shall also analyze the natural functions of eco-systems and connectivity of resource corridors. A conservation easement, or other protective measure, may be required to protect the functions of natural resources. Mitigation may be allowed on a case-by-case basis through the appropriate reviewing agencies. If wetland impacts cannot be avoided, a specific management plan shall be provided, which shows no net loss of wetlands or wetland functions and which includes necessary modifications to the proposed development, specific setback and buffers, and the location of development away from site resources, to protect and preserve the natural functions of the resource. The minimum setback shall be 15 feet and the average of all setbacks from the wetland resource shall be 25 feet, unless otherwise permitted by the appropriate reviewing agency.

9. Trucks doing business with this use shall not use SR-70-for stacking.

10. Special Exception approval does not authorize commencement of construction or operations. The applicant must receive approval of an Improvement Plan for each phase of the business prior to commencement.

11. The applicant shall coordinate with the Florida Department of Transportation (FDOT) for use of SR 70 for access and obtain any required permits.

12. The Public Safety Dept shall approve emergency vehicle access/circulation and determine if an on-site water supply for fire protection is needed with approval of the Improvement Plan.

13. Applicant agrees to line the leachate collection pond for the facility prior to commencing operation of the biosolids treatment facility.

14. Applicant agrees to construct a three-foot earthen berm around the leachate pond prior to commencing operation of the biosolids treatment facility.

15. Applicant agrees to construct the impervious pad for processing materials at an elevation at least two feet above the 100-year flood plain elevation.

16. Applicant agrees to maintain the elevation of leachate in the leachate pond at a level below 80% of the leachate pond's permitted fluid capacity and will pump down and appropriately dispose of leachate to maintain leachate levels below that threshold. As used herein, "appropriately dispose of" shall mean either disposing the leachates off-site or utilizing the leachate to spray composting materials for purposes of hydration during the curing process so long as said spraying of leachate occurs on those materials that are located on the impervious pad for processing of said materials.

17. Applicant agrees to develop an emergency management plan for the leachate pond to provide for pump down to the extent feasible dependent on groundwater elevation and appropriately dispose of leachate, as set forth above, when the National Hurricane Center three day warning and forecast cone for storm center includes the biosolids treatment facility property. Applicant will provide the emergency management plan to the County prior to commencing operations of the biosolids treatment facility.

18. Applicant agrees to retain an independent third party to collect leachate samples, and retain sample control through transport and testing. Applicant agrees to provide copies of test results required by FDEP Permit Number FLAB07481-001-DW1S to the County at the time of submission to FDEP.

19. Applicant agrees to construct a grassy swale to polish water discharged from the project's surface water management system outfall identified in FDEP Environmental Resource Permit No. 454898-001-E1.

20. Applicant agrees to limit incoming loads of biosolids to 30 truckloads each weekday and to 15 truckloads each Saturday.

Section 4. *Repeal and Replacement of Prior Resolution.* This Amended and Restated Resolution No. 2025-031(A) is adopted to replace and supersede, in full, the prior Resolution No. 2025-31 adopted on April 22, 2025.

Section 5. *Effective date*. This Resolution shall take effect immediately upon its adoption.
PASSED AND ADOPTED this 16th day of December, 2025.

ATTEST:

By: _____
Mandy Hines
County Administrator

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

By:_____
Steven Hickox, Chairman
Board of County Commissioners

APPROVED AS TO LEGAL FORM

By: _____
Valerie Vicente
County Attorney

Exhibit A
General Location Map

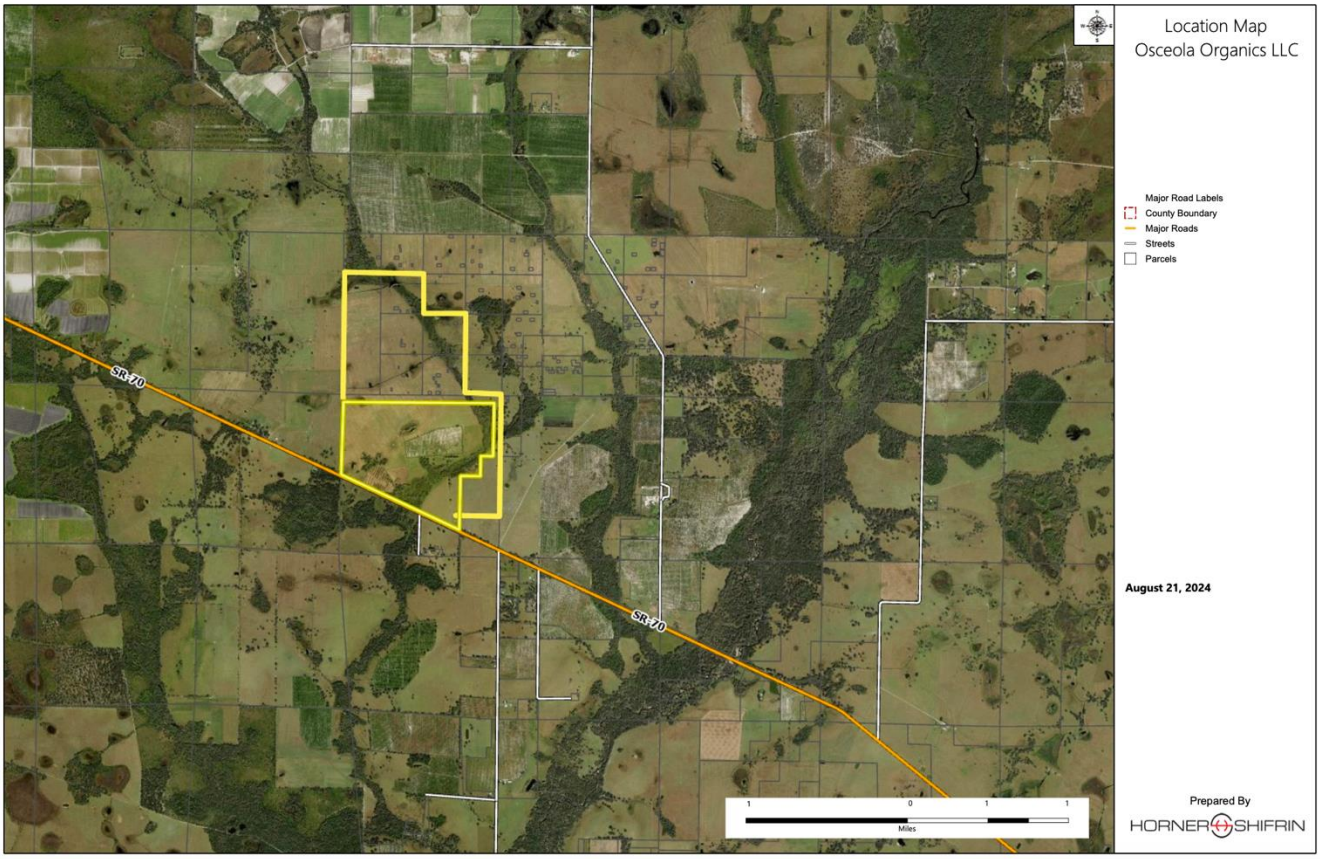
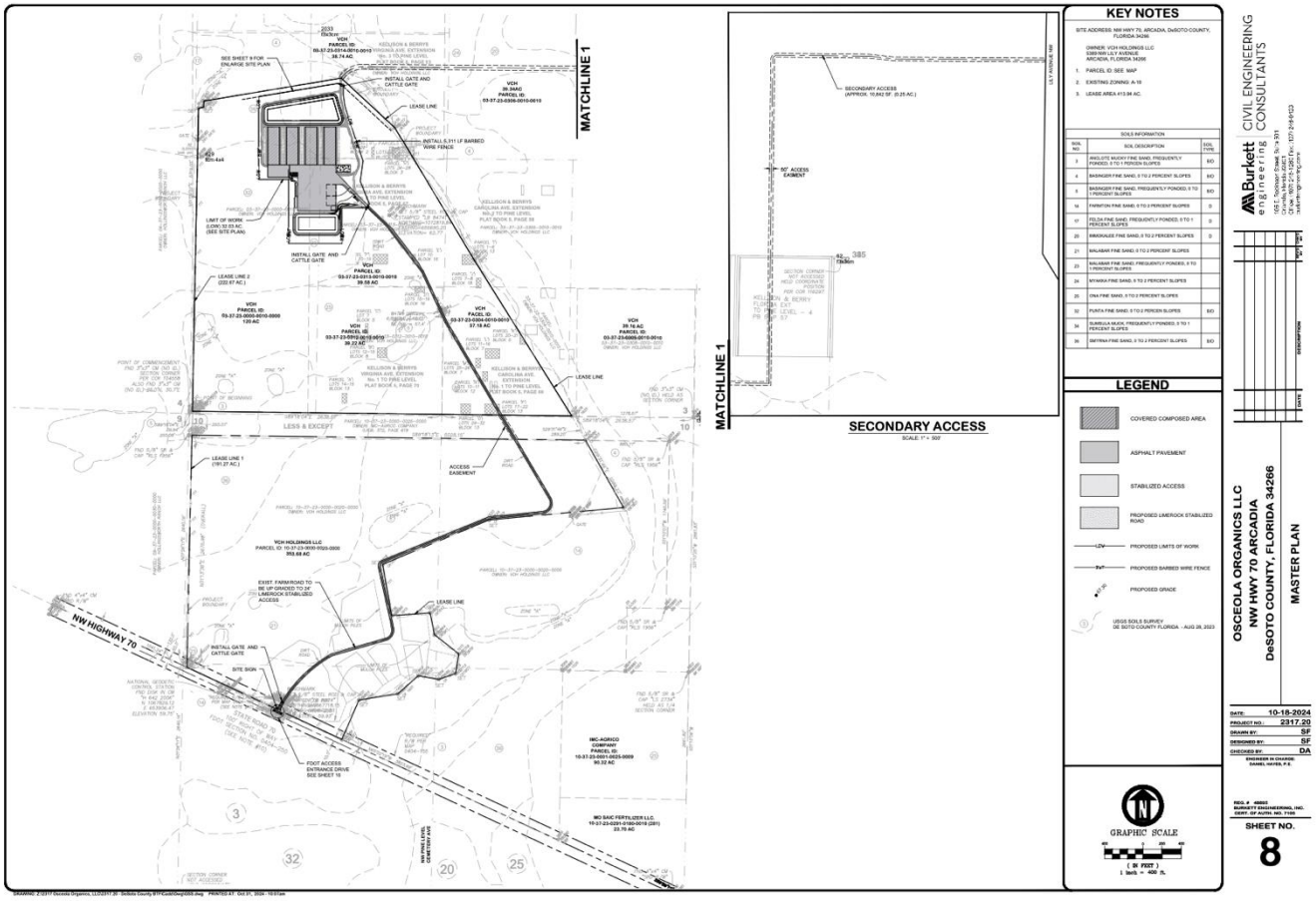


Exhibit B
Interim 2040 Future Land Use Map, Excerpt

Exhibit C
Official Zoning District Atlas, Excerpt

Exhibit D
Concept Plan



Item #: 25.

☐ Consent Agenda ☒Quasi-Judicial Public Hearing
☐ Regular Business 6:30 pm
☐ Public Hearing Resolution

DEPARTMENT: Planning & Zoning
SUBMITTED BY: **Laura McClelland**
PRESENTED BY: **Misty Servia**

TITLE & DESCRIPTION:

Resolution / Bridlewood of Arcadia, LLC / Improvement Plan Modification - SITE-0155-2025

REQUESTED MOTION:

A motion to adopt/deny the proposed resolution for an improvement plan modification with conditions and enter into the record this development review report and the findings and conclusions and all other competent substantial evidence presented at the hearing.

SUMMARY:

The property is generally located in southwest DeSoto County, on the east side of SW Highway 17 approximately 2,900 feet north of SW Enterprise Boulevard. The applicant requests approval of an Improvement Plan modification for Bridlewood, Phase I. The project number of the previously approved Improvement Plan is SITE-0047-2020. The proposed modifications include the removal of the sewer force main connection within the right-of-way and addition of an on-site wastewater treatment plant with associated infrastructure. Of note, the on-site wastewater treatment plant was previously approved as an amendment to the PUD pursuant to Ordinance No. 2024-006. There are no changes in the number of units (419) in Phase I. All changes are clouded on the Improvement Plan.

BACKGROUND:

The property has a land development history dating back to 2019, when the overall approval of Ordinance 2019-17 granted Bridlewood PUD approval for 857 residential units, 150,000 square feet of commercial, and 1,500,000 square feet of industrial uses. A subsequent application (Ordinance 2019-18) approved an additional 643 bonus residential units to the overall PUD. An amendment to the PUD (Ordinance 2024-006) was approved on June 25, 2024, specifically to allow an onsite wastewater treatment plant. The future land use designation for this portion of the PUD (Phase I) site is Medium Density Residential, with a minimum residential density of three units per acre. Pursuant to Ordinance 2024-006, the approved concept plan and rezone to PUD permits a

residential density of up to 3.65 du/ac, meeting the criteria for bonus density.

Ordinance 2024-006 provided 38 conditions of approval, changing or adding 9 conditions of approval (from the previous PUD approval Ord. 2019-17) related to utilities and the proposed private onsite wastewater treatment plant.

DESOTO COUNTY
DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION STAFF REPORT

CASE #:	SITE-0155-2025
REQUEST:	Improvement Plan (modification to approved Improvement Plan)
PROPERTY OWNER:	Bridlewood of Arcadia, LLC 5150 Tamiami Trail N., Suite 304 Naples, FL 34103
APPLICANT:	Blueshore Engineering, LLC 4933 Tamiami Trail N., Suite 201 Naples, FL 34103
PROPERTY ID:	30-39-24-0000-0016-0000; 30-39-24-0000-0030-0000; 30-39-24-0000-0032-0000; 30-39-24-0000-0034-0000 (411 ac)
TOTAL PARCEL SIZE:	+/- 181.37 acres (Phase I only)
ZONING DISTRICT:	Planned Unit Development (PUD)
FUTURE LAND USE DESIGNATIONS:	Medium Density Residential and Employment Center

---

PROPOSED REQUEST

The property is generally located in southwest DeSoto County, on the east side of SW Highway 17 approximately 2,900 feet north of SW Enterprise Boulevard. The applicant requests approval of an Improvement Plan modification for Bridlewood, Phase I. The project number of the previously approved Improvement Plan is SITE-0047-2020. The proposed modifications include the removal of the sewer force main connection within the right-of-way and addition of an on-site wastewater treatment plant with associated infrastructure. Of note, the on-site wastewater treatment plant was previously approved as an amendment to the PUD pursuant to Ordinance No. 2024-006. There are no changes in the number of dwelling units (419) in Phase I. All changes are clouded on the Improvement Plan.

BACKGROUND

The property has a land development history dating back to 2019, when the overall approval of Ordinance 2019-17 granted Bridlewood PUD approval for 857 residential units, 150,000 square feet of commercial, and 1,500,000 square feet of industrial uses. A subsequent application (Ordinance 2019-18) approved an additional 643 bonus residential units to the overall PUD. An amendment to the PUD (Ordinance 2024-006) was approved on June 25, 2024, specifically to allow an onsite wastewater treatment plant. The future land use designation for this portion of the PUD (Phase I) site is Medium Density Residential, with a minimum residential density of three units per acre. Pursuant to Ordinance 2024-006, the approved concept plan and rezone to PUD permits a residential density of up to 3.65 du/ac, meeting the criteria for bonus density.

Ordinance 2024-006 provided 38 conditions of approval, changing or adding 9 conditions of approval (from the previous PUD approval Ord. 2019-17) related to utilities and the proposed private onsite wastewater treatment plant.

Data and Analysis

Future Land Use Designation and Zoning

A. Comprehensive Plan and Future Land Use Review

1. **Objective 1.5: Medium Density Residential Use Category Defined.**
   The Medium-Density Neighborhood Residential Use category consists of low and medium density residential uses in progressive degrees of urban intensity with higher density in areas adjacent to the Urban Center and less density/intensity in areas adjacent to the Rural/Agricultural categories.

   - ***Staff finding***
     This property (Bridlewood, Phase I) is located within the Medium-Density Residential Use designation. The property is currently undeveloped and was previously approved as a residential subdivision with a density of 3.65 units per acre (bonus density approved), Portions of the site, generally consisting of wetland areas, are within the Conservation Overlay Area and are being preserved as such.

     According to the 2040 Future Land Use Map, the property is bordered to the north by properties designated as Neighborhood Mixed Use, to the east, west and south Employment Center.

     Policy 1.5.1 (2) of the Future Land Use Element states that, "Areas appropriate for Medium Density Residential Use designation are locations that have adequate central water and sewer systems, stormwater management systems and public paved roadways. The subject modified Improvement Plan is only for the addition of onsite wastewater treatment facility, (previously authorized by the Board) which implements this policy as it is servicing the medium-density residential subdivision.

2. **Zoning District related issues.** Land Development Regulation zoning district related issues include the zoning district and its consistency with the FLUM, the uses allowed within the zoning district, the minimum lot size, lot width, and the minimum building setbacks or open yards.

   - ***Staff finding***
     The proposed development is zoned PUD with an approved concept development plan for a residential project with a density of 3.65 units per acre. Zoning Ordinance 2024-006 governs the project, which also approved the use of an onsite wastewater treatment facility.

Adjacent Parcel	Zoning	FLU	Use
North	A-10	Neighborhood Mixed Use & Rural/Agricultural	Pastureland
East	A-10	Rural/Agricultural	Pastureland
South – Hudson Ranch	PUD	Medium Density Residential	Pastureland
West	A-5, RSF-3, CN, CE	Neighborhood Mixed Use & Low Density Residential	Pastureland

The wastewater treatment plant shown on the plan is located immediately east of the 110' wide FPL easement and has landscape buffers. Therefore, the proposed Improvement Plan can be found in conformance with the PUD zoning and Ordinance 2004-006.

3. **Transportation related issues.** Transportation related issues include roadway access, right-of-way width, and off-street parking and loading requirements.

   - ***Staff finding***
     This application only applies to the modification of the Improvement Plan for Phase I of Bridlewood. That modification only pertains to the installation of an onsite wastewater treatment facility. A Transportation Impact Statement (TIS) was performed by JMB Transportation Engineering, Inc. and was included with the initial Improvement Plan application for Bridlewood, Phase I. The limited development plan modification to show the private wastewater facility does not

impact traffic nor change the findings shown in the approved PUD Ordinance 2004-006.

4. **Infrastructure issues.** Infrastructure issues include potable water, sanitary sewer, solid waste, stormwater management, and electricity.

   - ***Staff finding***
     As analyzed with the previously approved applications, the infrastructure issues are provided below. The modified Improvement Plan to show the location of the private wastewater treatment plant does not change these findings,

     Water service is available to the site. The Project Narrative states that the project intends to connect to DCU water. Capacity can only be guaranteed through a fully executed capacity reservation agreement and payment of applicable fees. The applicant should contact DCU regarding entering into the capacity reservation agreement.

     Wastewater will be provided by a privately owned and operated wastewater treatment facility located on the east side of Bridlewood, Phase I. DCU has no objections to the Improvement Plan modification regarding the wastewater treatment facility.

     Fire hydrants are proposed to be installed on internal water mains at regular intervals, as required by Fire Department.

     Solid waste will be provided by private can collection for each residential unit. The developer should coordinate with Womack Sanitation.

     Stormwater is shown on the improvement plan with multiple interconnected wet ponds and wetlands and has been designed in accordance with DeSoto County stormwater management requirements and will be permitted by the Southwest Florida Water Management District prior to construction.

     Overhead power lines provide electric service into the development, at which point new underground electric power lines will be installed in proposed utility easements along the road rights-of-way to serve each residential unit and ancillary structures.

5. **Miscellaneous issues.** These include impervious surface area, maximum density, required recreation, and dead storage.

- ***Staff finding***
  The Medium Density Residential Future Land Use designation requires all development within that category to provide a minimum of 25% open space on site. The Improvement plan indicates a proposed open space calculation of 65.98 acres (33.46%) with 63.5 acres required.

  The proposed Improvement Plan shows an onsite wastewater treatment plant for the Bridlewood project, as previously authorized by the Board, with no change to the approved density for the residential portion of the site.

  An alternative Type D buffer, 10-feet in width, with 6 trees, 24 shrubs and 12 conifers per 100 linear feet, along with a 6' high opaque fence, is proposed around the wastewater treatment plant.

STAFF REVIEW

Staff review has determined that this application, SITE-0155-2025, can be found consistent with the Comprehensive Plan and Land Development Regulations with the recommended conditions to be imposed.

RECOMMENDED CONDITIONS FOR APPROVAL:

1. A copy of all required State permits shall be provided to the Development Department prior to issuance of the Notice to Proceed.

2. A revised Improvement Plan, updated per the approved Board conditions and with all approved conditions noted on the plan, shall be submitted to the Development Department prior to issuance of the Notice to Proceed.

3. The required landscaping shall be quantified on the Improvement Plan. All required landscaping shall be installed prior to issuance of the Certificate of Occupancy.

4. The applicant shall supply a minimum 2-week notice to DCU (DeSoto County Utilities) before initiating any utility construction. A field meeting shall be scheduled by the applicant and DCU must be in attendance. The applicant shall provide DCU will a schedule for the utility construction prior to the meeting.

5. The applicant shall supply the FDEP (Florida Department of Environmental Protection) permit applications for DCU sign-off for the water main. The FDEP permit must be supplied to DCU prior to construction.

6. So that the County may provide the project with water services, and as a condition of receiving such service, the applicant shall design, permit, and construct, and to thereafter transfer to the County ownership and control of the proposed water main

extensions for the Phase 1 project. Any deviation from approved drawings, plans, and specifications shall require the prior, written approval of the County. All conveyance of real property shall be accomplished by good and sufficient warranty deed or easement, at the County's discretion. All conveyance or personal property shall be accomplished by good and sufficient bill of sale to the County. The applicant shall provide utility easement(s) to DCU for review and approval that includes sufficient area for access and maintenance of all mains, meters, hydrants and other appurtenances. Additionally, the applicant shall provide a final sketch and legal description signed and sealed by a Florida Licensed Land Surveyor for the Public Utility Easement(s) and Access Easement(s) and receive approval of the conveyance documents by the DeSoto County's Legal Department. Final easement and conveyance instrument(s) must be accepted by the Board of County Commissioners prior to DCU signing off on FDEP construction completion certification(s). The Improvement Plan shall be revised to include the Board accepted private utility easements and private road easements prior to issuance of the Notice to Proceed. All installations by applicant or its contractor that will be conveyed to the County shall be warranted for at least two years from the date of acceptance by the County. Applicant, during the warranty period, shall promptly correct any defective or deficient work upon notification by the County. Should applicant fail to do so after seven (7) days, the County may correct and remedy any such defective or deficient work with all direct and indirect costs charged to the applicant.

7. Surveyed record drawings signed and sealed by Florida Licensed Professional Land Survey or Engineer shall be provided to DCU for acceptance prior to DCU signing off on FDEP construction completion certification. The utility record drawings shall include a master sheet showing the location of all valves and hydrants as well as a key sheet depicting the overall project area and sheet numbers referencing the corresponding plan and profile sheet.

ALTERNATIVE MOTIONS

A. Approval: Based upon the staff report, evidence presented, and comments made at the Public Hearing, the Board hereby finds the application to be CONSISTENT with the DeSoto County Comprehensive Plan, in compliance with the applicable review standards of the Land Development Regulations, and I move to approve the modification to the Bridlewood, Phase I Improvement Plan (SITE-0155-2025).

B. Denial: Based upon the staff report, evidence presented, comments made at the Public Hearing, the Board hereby finds the request to be INCONSISTENT with the DeSoto County Comprehensive Plan and not in compliance with the applicable review standards of the Land Development Regulations, and I move to DENY the modification to the Bridlewood, Phase I Improvement Plan (SITE-0155-2025).

C. Table: Based upon the staff report evidence presented, comments made at the Public hearing, the Board hereby finds that additional information is needed to make a recommendation, I move to TABLE consideration of the modification to the Bridlewood, Phase I Improvement Plan (SITE-0155-2025) and require the applicant to readvertise the project with the new hearing dates.

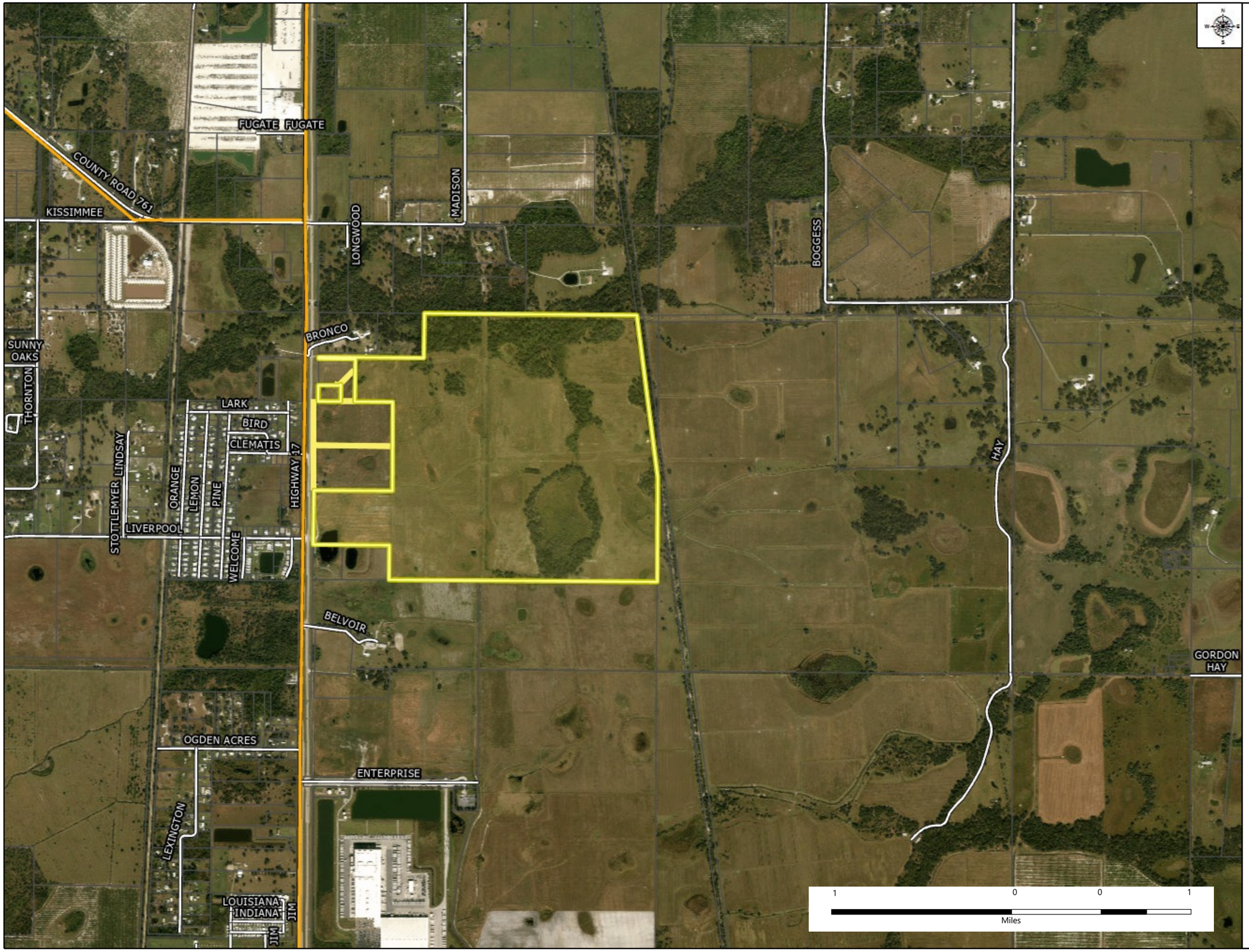
ATTACHMENTS

Exhibit A: Location Map
Exhibit B: Official Zoning District Atlas
Exhibit C: Future Land Use Map
Exhibit D: Bridlewood Phase I Improvement Plan – Overall Site Plan (Sheet 6)

PUBLIC HEARING SCHEDULE

Board of County Commissioners December 16, 2025

Location Map



Street Labels
Major Road Labels
County Boundary
Major Roads
Streets
Parcels

December 8, 2025

Prepared By

HORNER SHIFRIN

FLU Map

Street Labels
Major Road Labels
FLUM Labels
County Boundary
Major Roads
Streets
Parcels

FLUM 2040
- Preservation
- Rural/Agriculture
- Low Density Residential
- Medium Density Residential
- Neighborhood Mixed Use
- Employment Center
- Commercial
- Urban Center Mixed Use
- Public Land/Institutional
- Electrical Generating Facility

December 8, 2025

Prepared By
HORNER SHIFRIN

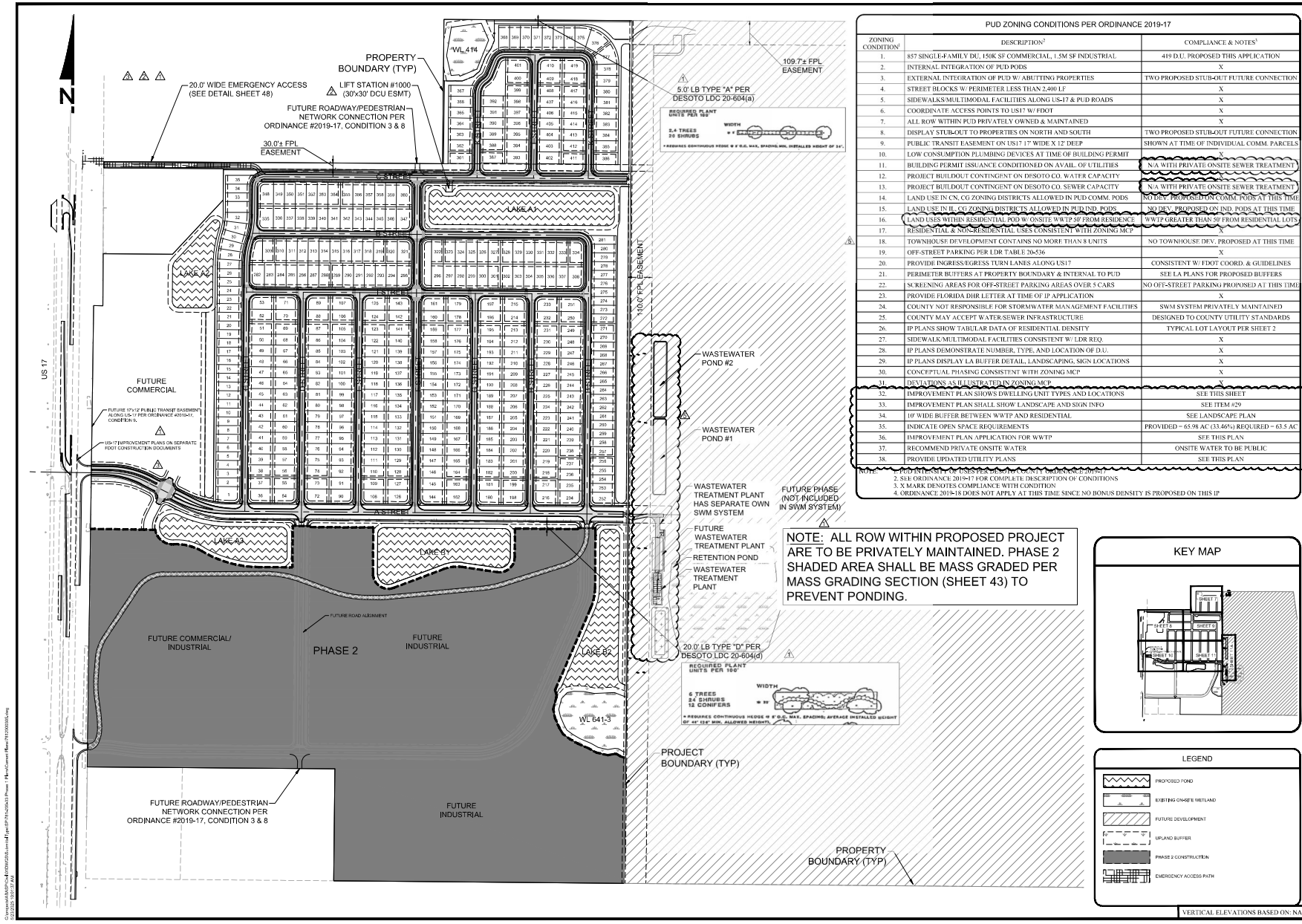
Zoning Map

Street Labels
Major Road Labels
Zoning Labels
Zoning Designation

- A-10
- A-5
- CE
- CG
- CITY
- CN
- IH
- IL
- ILE
- MHP
- MHS
- P/I
- PM-I
- PUD
- RM
- RMF-12
- RMF-6
- RMF-8
- RMF-M
- ROI
- RSF

December 8, 2025

Prepared By
HORNER SHIFRIN



NOTE: ALL ROW WITHIN PROPOSED PROJECT ARE TO BE PRIVATELY MAINTAINED. PHASE 2 SHADED AREA SHALL BE MASS GRADED PER MASS GRADING SECTION (SHEET 43) TO PREVENT PONDING.

PUD ZONING CONDITIONS PER ORDINANCE 2019-17

ZONING CONDITION[1]	DESCRIPTION[2]	COMPLIANCE & NOTES[3]
1.	857 SINGLE-FAMILY DU, 150K SF COMMERCIAL, 1.5M SF INDUSTRIAL	419 D.U. PROPOSED THIS APPLICATION
2.	INTERNAL INTEGRATION OF PUD PODS	X
3.	EXTERNAL INTEGRATION OF PUD W/ ABUTTING PROPERTIES	TWO PROPOSED STUB-OUT FUTURE CONNECTION
4.	STREET BLOCKS W/ PERIMETER LESS THAN 2,400 LF	X
5.	SIDEWALKS/MULTIMODAL FACILITIES ALONG US-17 & PUD ROADS	X
6.	COORDINATE ACCESS POINTS TO US17 W/ FDOT	X
7.	ALL ROW WITHIN PUD PRIVATELY OWNED & MAINTAINED	X
8.	DISPLAY STUB-OUT TO PROPERTIES ON NORTH AND SOUTH	TWO PROPOSED STUB-OUT FUTURE CONNECTION
9.	PUBLIC TRANSIT EASEMENT ON US17 17' WIDE X 12' DEEP	SHOWN AT TIME OF INDIVIDUAL COMM. PARCELS
10.	LOW CONSUMPTION PLUMBING DEVICES AT TIME OF BUILDING PERMIT	X
11.	BUILDING PERMIT ISSUANCE CONDITIONED ON AVAIL. OF UTILITIES	N/A WITH PRIVATE ONSITE SEWER TREATMENT
12.	PROJECT BUILDOUT CONTINGENT ON DESOTO CO. WATER CAPACITY	X
13.	PROJECT BUILDOUT CONTINGENT ON DESOTO CO. SEWER CAPACITY	N/A WITH PRIVATE ONSITE SEWER TREATMENT
14.	LAND USE IN CN, CG ZONING DISTRICTS ALLOWED IN PUD COMM. PODS	NO DEV. PROPOSED ON COMM. PODS AT THIS TIME
15.	LAND USE IN IL, CG ZONING DISTRICTS ALLOWED IN PUD IND. PODS	NO DEV. PROPOSED ON IND. PODS AT THIS TIME
16.	LAND USES WITHIN RESIDENTIAL POD W/ ONSITE WWTP 50' FROM RESIDENCE	WWTP GREATER THAN 50' FROM RESIDENTIAL LOTS
17.	RESIDENTIAL & NON-RESIDENTIAL USES CONSISTENT WITH ZONING MCP	X
18.	TOWNHOUSE DEVELOPMENT CONTAINS NO MORE THAN 8 UNITS	NO TOWNHOUSE DEV. PROPOSED AT THIS TIME
19.	OFF-STREET PARKING PER LDR TABLE 20-536	X
20.	PROVIDE INGRESS/EGRESS TURN LANES ALONG US17	CONSISTENT W/ FDOT COORD. & GUIDELINES
21.	PERIMETER BUFFERS AT PROPERTY BOUNDARY & INTERNAL TO PUD	SEE LA PLANS FOR PROPOSED BUFFERS
22.	SCREENING AREAS FOR OFF-STREET PARKING AREAS OVER 5 CARS	NO OFF-STREET PARKING PROPOSED AT THIS TIME
23.	PROVIDE FLORIDA DHR LETTER AT TIME OF IP APPLICATION	X
24.	COUNTY NOT RESPONSIBLE FOR STORMWATER MANAGEMENT FACILITIES	SWM SYSTEM PRIVATELY MAINTAINED
25.	COUNTY MAY ACCEPT WATER/SEWER INFRASTRUCTURE	DESIGNED TO COUNTY UTILITY STANDARDS
26.	IP PLANS SHOW TABULAR DATA OF RESIDENTIAL DENSITY	TYPICAL LOT LAYOUT PER SHEET 2
27.	SIDEWALK/MULTIMODAL FACILITIES CONSISTENT W/ LDR REQ.	X
28.	IP PLANS DEMONSTRATE NUMBER, TYPE, AND LOCATION OF D.U.	X
29.	IP PLANS DISPLAY LA BUFFER DETAIL, LANDSCAPING, SIGN LOCATIONS	X
30.	CONCEPTUAL PHASING CONSISTENT WITH ZONING MCP	X
31.	DEVIATIONS AS ILLUSTRATED IN ZONING MCP	X
32.	IMPROVEMENT PLAN SHOWS DWELLING UNIT TYPES AND LOCATIONS	SEE THIS SHEET
33.	IMPROVEMENT PLAN SHALL SHOW LANDSCAPE AND SIGN INFO	SEE ITEM #29
34.	10' WIDE BUFFER BETWEEN WWTP AND RESIDENTIAL	SEE LANDSCAPE PLAN
35.	INDICATE OPEN SPACE REQUIREMENTS	PROVIDED = 65.98 AC (33.46%) REQUIRED = 63.5 AC
36.	IMPROVEMENT PLAN APPLICATION FOR WWTP	SEE THIS PLAN
37.	RECOMMEND PRIVATE ONSITE WATER	ONSITE WATER TO BE PUBLIC
38.	PROVIDE UPDATED UTILITY PLANS	SEE THIS PLAN

NOTE:
1. PUD INTENSITY OF USES PER DESOTO COUNTY ORDINANCE #2019-17
2. SEE ORDINANCE 2019-17 FOR COMPLETE DESCRIPTION OF CONDITIONS
3. X MARK DENOTES COMPLIANCE WITH CONDITION
4. ORDINANCE 2019-18 DOES NOT APPLY AT THIS TIME SINCE NO BONUS DENSITY IS PROPOSED ON THIS IP

KEY MAP

LEGEND

- PROPOSED POND
- EXISTING ON-SITE WETLAND
- FUTURE DEVELOPMENT
- UPLAND BUFFER
- PHASE 2 CONSTRUCTION
- EMERGENCY ACCESS PATH

VERTICAL ELEVATIONS BASED ON: NAVD-88

ATWELL
866.850.4200 www.atwell-group.com
3100 BONITA GRANDE DR., SUITE 305
BONITA SPRINGS, FL 34135
239.405.7777

MODIFICATION TO IMPROVEMENT PLAN (SITE-0047-2020) FOR
BRIDLEWOOD OF ARCADIA PHASE 1
CLIENT: BRIDLEWOOD OF ARCADIA, LLC
MASTER SITE PLAN

PLAN REVISIONS

08/20/2021	REVISIONS PER COUNTY (04/16/2021)
09/15/2021	REVISIONS PER COUNTY (04/16/2021)
10/15/2021	REVISIONS PER COUNTY (04/16/2021)
1/5/2024	ACRES WASTE WATER TREAT. MENT PLANT
3/25/25	RESHED TO MOVE POND AND EXPAND LANDSCAPE

0 100 200 400
SCALE IN FEET

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

JEREMY H. ARNOLD, P.E.
FL LICENSE NO. 66421

SET NUMBER: 781-200-03
SHEET: 6

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2025 - ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, APPROVING AN IMPROVEMENT PLAN MODIFICATION (SITE-0155-2025) WITH CONDITIONS TO SHOW THE PREVIOUSLY APPROVED PRIVATE WASTEWATER TREATMENT FACILITY IN PHASE I (187.37 ACRES), A PART OF THE OVERALL PROJECT (411 ACRES), ZONED PLANNED UNIT DEVELOPMENT (PUD), KNOWN AS BRIDLEWOOD OF ARCADIA, FOR PARCELS LOCATED ON THE EAST SIDE OF SW HIGHWAY 17 APPROXIMATELY 2,900 FEET NORTH OF SW ENTERPRISE BOULEVARD; WITH PROPERTY IDENTIFICATION NUMBERS BEING 30-39-24-0000-0016-0000; 30-39-24-0000-0030-0000; 30-39-24-0000-0032-0000; AND 30-39-24-0000-0034-0000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 13, 2025, an Improvement Plan application and fee was submitted by the applicant, Blueshore Engineering, LLC to the Development Department for an Improvement Plan modification with improvements associated with an on-site wastewater treatment plant in Bridlewood of Arcadia Phase 1 (411 acres total; +/- 181.37 acres in Phase I). (Exhibit A: Location Map); and

WHEREAS, Land Development Regulations (LDR) Section 20-144(i)(3) requires all Improvement Plans for PUD projects to be reviewed by the Development Department and then submitted to the Board of County Commissioners (Board) for its review and approval or disapproval at a quasi-judicial public hearing; and

WHEREAS, the subject property received PUD modification approval on June 25, 2024, adopted by Ordinance 2024-006 (RZNE-0048-2023); and

WHEREAS, the Development Department has reviewed the Improvement Plan application, and concludes the application can be found to be in conformance with Ordinance 2024-006, the Comprehensive Plan, and LDR provided conditions are imposed; and

WHEREAS, on December 16, 2025, the DeSoto Board of County Commissioners held a duly noticed public hearing on the Improvement Plan application (SITE-0155-2025) and determined that the application complies with the DeSoto County Comprehensive Plan (Exhibit B: Comprehensive Plan), the Land Development Regulations (Exhibit C: Zoning), and all other applicable regulations provided conditions to ensure conformance are imposed; and

WHEREAS, the Board finds adoption of this resolution will not adversely affect the public interest and is in the best interest of the residents of DeSoto County, Florida.

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

Section 1. *Whereas clauses incorporated*. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated by reference as

part of this Resolution.

Section 2. *Property description*. The 411-acre parcel (+/- 181.37 acres in Phase I) is located on the east side of SW Highway 17 approximately 2,900 feet north of SW Enterprise Boulevard, Arcadia, the Property Identification Numbers being 30-39-24-0000-0016-0000; 30-39-24-0000-0030-0000; 30-39-24-0000-0032-0000; and 30-39-24-0000-0034-0000.

Section 3. *Findings and Conclusions*. Based upon the staff report, evidence presented, and comments made at the Public Hearing, including an analysis of the site plan application and standards for approval of a site plan under the County's Land Development Regulations, the Board hereby finds and concludes that the Applicant's request for the Bridlewood of Arcadia- Phase 1 Improvement Plan modification approval, as more particularly set forth in Exhibit D is in compliance with the Comprehensive Plan and the Land Development Regulations of the County, and there is substantial competent evidence to support approval of the Improvement Plan modification application.

Section 4. *Improvement Plan approved*. The Improvement Plan modification application (SITE-0155-2025) filed by Blueshore Engineering, LLC as reflected in the plan entitled "BRIDLEWOOD OF ARCADIA – PHASE I," prepared by Atwell, LLC dated June 12, 2025, consisting of 60 sheets (Exhibit D: Site Plan) is hereby approved, subject to the following conditions:

1. A copy of all required State permits shall be provided to the Development Department prior to issuance of the Notice to Proceed.

2. A revised Improvement Plan, updated per the approved Board conditions and with all approved conditions noted on the plan, shall be submitted to the Development Department prior to issuance of the Notice to Proceed.

3. The required landscaping shall be quantified on the Improvement Plan. All required landscaping shall be installed prior to issuance of the Certificate of Occupancy.

4. The applicant shall supply a minimum 2-week notice to DCU (DeSoto County Utilities) before initiating any utility construction. A field meeting shall be scheduled by the applicant and DCU must be in attendance. The applicant shall provide DCU will a schedule for the utility construction prior to the meeting.

5. The applicant shall supply the FDEP (Florida Department of Environmental Protection) permit applications for DCU sign-off for the water main. The FDEP permit must be supplied to DCU prior to construction.

6. So that the County may provide the project with water services, and as a condition of receiving such service, the applicant shall design, permit, and construct, and to thereafter transfer to the County ownership and control of the proposed water main

extensions for the Phase 1 project. Any deviation from approved drawings, plans, and specifications shall require the prior, written approval of the County. All conveyance of real property shall be accomplished by good and sufficient warranty deed or easement, at the County's discretion. All conveyance or personal property shall be accomplished by good and sufficient bill of sale to the County. The applicant shall provide utility easement(s) to DCU for review and approval that includes sufficient area for access and maintenance of all mains, meters, hydrants and other appurtenances. Additionally, the applicant shall provide a final sketch and legal description signed and sealed by a Florida Licensed Land Surveyor for the Public Utility Easement(s) and Access Easement(s) and receive approval of the conveyance documents by the DeSoto County's Legal Department. Final easement and conveyance instrument(s) must be accepted by the Board of County Commissioners prior to DCU signing off on FDEP construction completion certification(s). The Improvement Plan shall be revised to include the Board accepted private utility easements and private road easements prior to issuance of the Notice to Proceed. All installations by applicant or its contractor that will be conveyed to the County shall be warranted for at least two years from the date of acceptance by the County. Applicant, during the warranty period, shall promptly correct any defective or deficient work upon notification by the County. Should applicant fail to do so after seven (7) days, the County may correct and remedy any such defective or deficient work with all direct and indirect costs charged to the applicant.

7. Surveyed record drawings signed and sealed by Florida Licensed Professional Land Survey or Engineer shall be provided to DCU for acceptance prior to DCU signing off on FDEP construction completion certification. The utility record drawings shall include a master sheet showing the location of all valves and hydrants as well as a key sheet depicting the overall project area and sheet numbers referencing the corresponding plan and profile sheet.

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

PASSED AND ADOPTED this 16th day of December 2025.

ATTEST:

By: _____
Mandy Hines
County Administrator

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

By:_____
Steve Hickox, Chairman
Board of County Commissioners

APPROVED AS TO LEGAL FORM

By: _____
Valerie Vicente
County Attorney

Exhibit A – Location

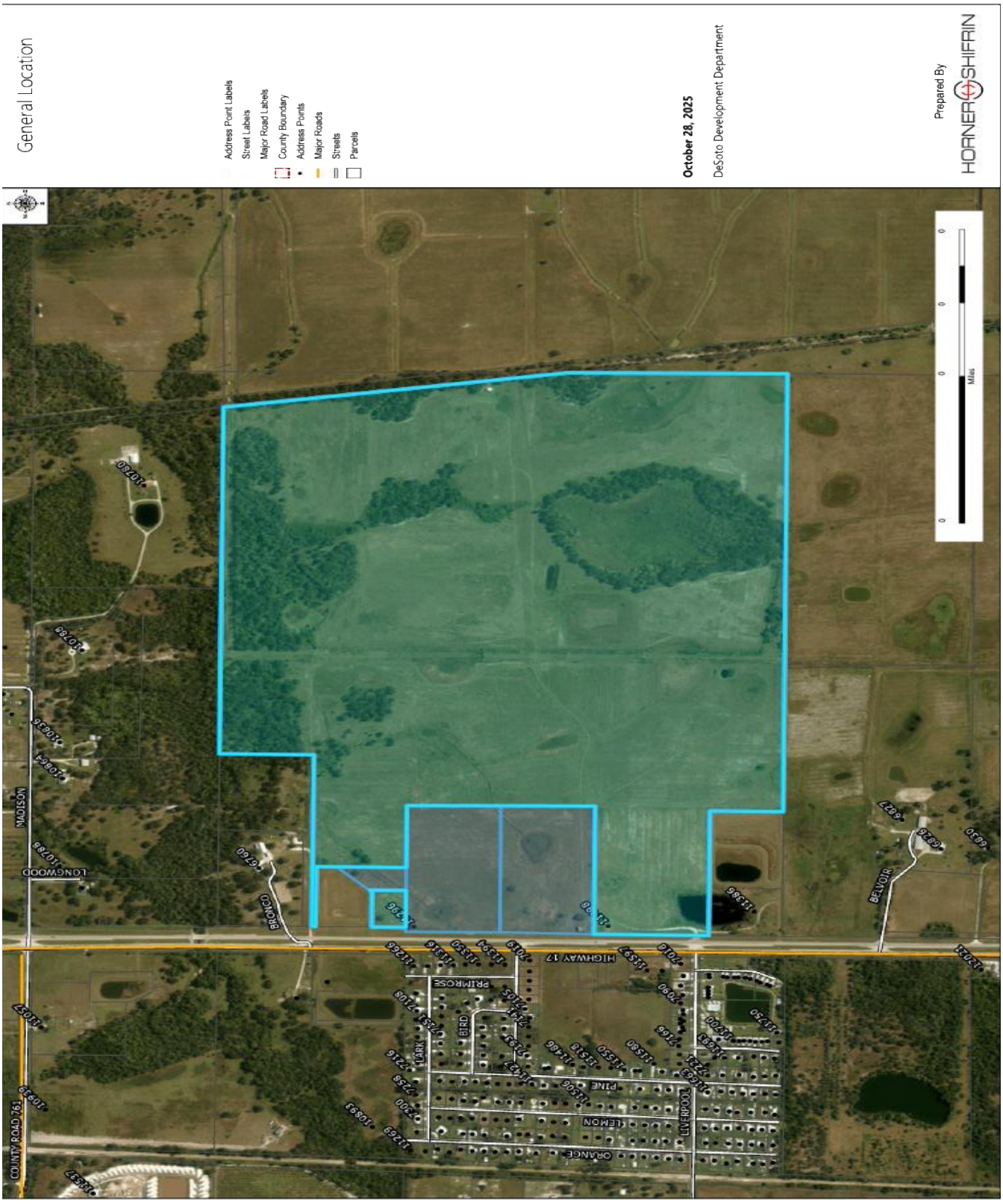


Exhibit B – Future Land Use

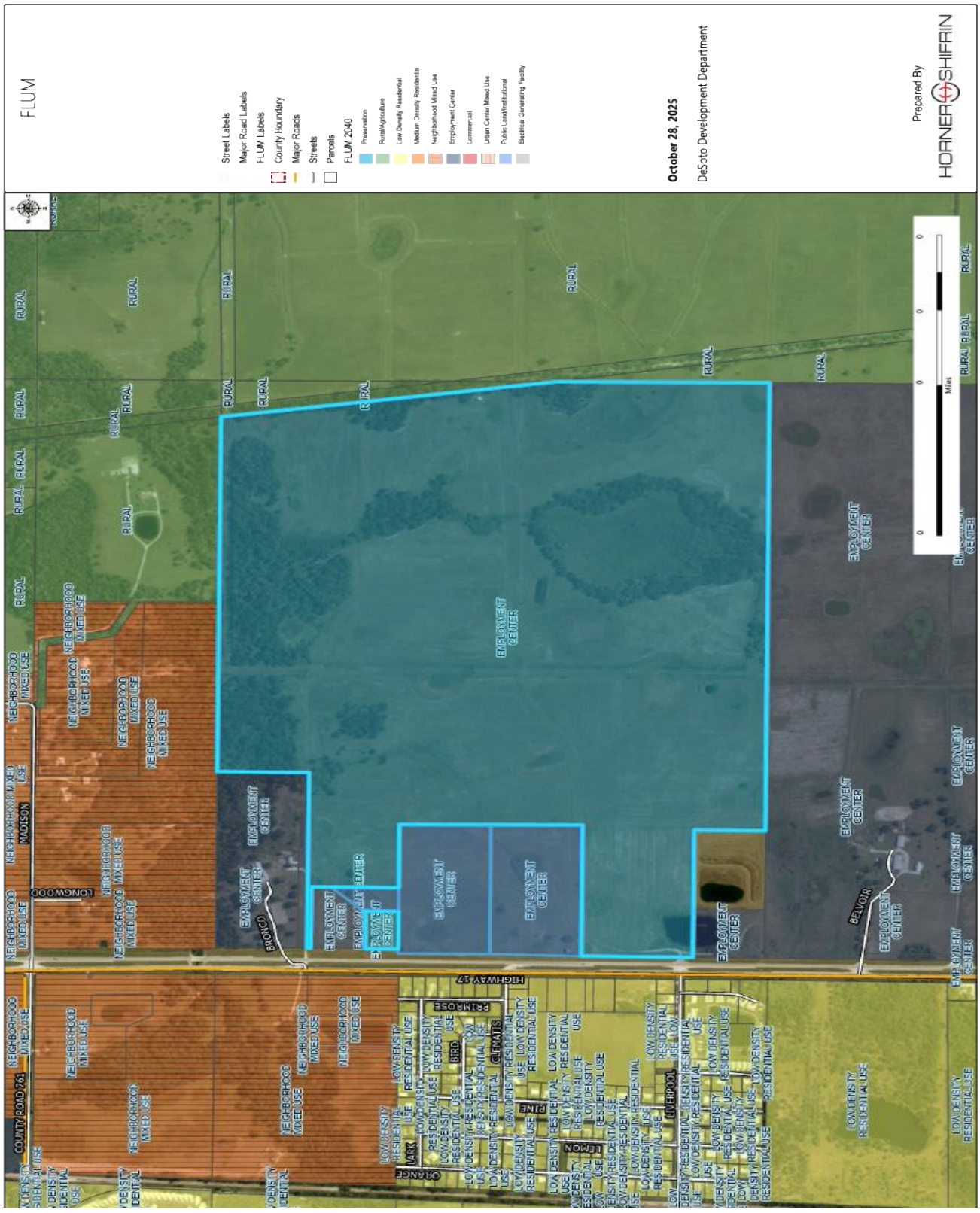


Exhibit C - Zoning

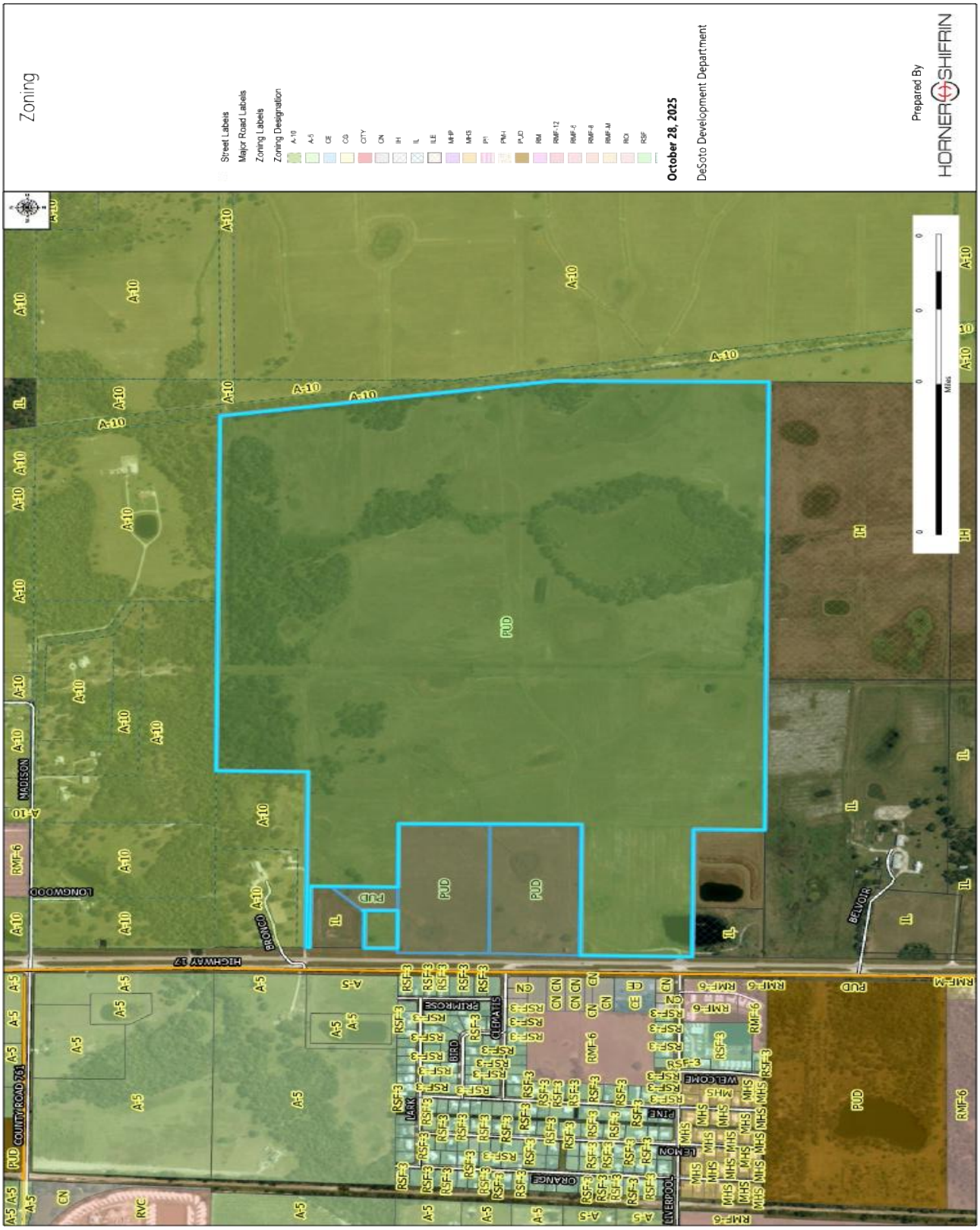


Exhibit D – Improvement Plan

