DeSoto County
Board of County Commissioners
Meeting Agenda

Tuesday, June 10, 2025 **9:00 AM**

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 05-13-2025**

   Attachments: MeetingMinutes 13-May-2025

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

   Attachments: AP Check Report - Warrants 05-13-25 to 05-22-25

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

   Attachments: LHAP June 2025.pdf

4. **Certification of Participation/51% Letter for the Edward Byrne Memorial JAG-C Grant Program**

   Attachments: Certificate of Participation
   51% Letter for 6-10-2025

5. **Revised Classification and Pay Plan.**

   Attachments: Classification & Pay Plan 06-10-25
   Event Manager

6. **Contract Award Amendment/Securitecture, LLC.**

   Attachments: Securitecture, llc
   First Amendment to Securitecture Agreement (Jail Conceptual Design) - CLEAN with attachment

7. **Policy/Indigent Burial**

   Attachments: Indigent Body Complete.pdf

8. **Declaration of Surplus Property**

   Attachments: Surplus Declared 6-09-25

9. **Sovereignty Submerged Lands Easement-CR 769 Bridge over Horse Creek (Bridge 040022).**

   Attachments: Mailout cover letter
   A AID 50563 Easement 43207 OGC signed

REGULAR BUSINESS

10. **Resolution - Revision to the Planning and Zoning Fee Schedule**

    Attachments: 2025-05-30 2025-xx Resolution - Ameding Planning Fee Schedule
    PDZ Fee Schedule Revision on 6.10.25

11. **Amendment No. 2 to Agreement No. 23PLN109 Between FDEP and DeSoto County**

    Attachments: 23PLN109 A2 DeSoto County Comprehensive Vulnerability Assessment Including Arcadia - For Execution

12. **Addendum 2 to Interlocal Agreement between Central Florida Regional Planning Council and DeSoto County**

    Attachments: CFRPC DeSoto ILA Addendum 2

13. **Subrecipient Agreement Between Hope DeSoto, Inc and DeSoto County**

    Attachments: Subrecipient Agreement - Hope DeSoto

14. **Joint Use Agreement Between DeSoto County and Hope DeSoto**

    Attachments: Joint Use Agreement - Hope DeSoto

15. **Resolution/Budget Amendment Fiscal Year 2024/2025**

    Attachments: Resolution
    Summary and Narrative
    2025-101 General Fund-Sheriff
    2025-102 LIHEAP
    2025-103 SHIP

16. **Contract Award / Rankel Stillwagon Contracting, LLC / Building Renovation - DCI Water Treatment Facility**

Attachments: RANKEL STILLWAGON CONTRACT 25-14-00
25-14-00ITB Bid Tabulation

EMERGENCY ITEMS

17. **Emergency Contract for Repairs to Fire Station One**

Attachments: SEMCO - Fire 1 Emergency Contract Draft - final with exhibits (updated)
DeSoto FS 1- Proposal- Options

18. **Resolution/Budget Amendment Fiscal Year 2024/2025**

Attachments: Resolution
Summary and Narrative
2025-110 Public Safety

ADMINISTRATOR'S REPORT

COUNTY ATTORNEY'S REPORT

BOARD MEMBER COMMENTS

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

6/10/2025

Item #: 1.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 9:00 am
☐ Public Hearing Minutes

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

TITLE & DESCRIPTION:
Minutes/BOCC Public Meeting 05-13-2025

REQUESTED MOTION:
To approve the minutes for the BOCC Public Meeting 05-13-2025

SUMMARY:
Minutes

BACKGROUND:
Minutes

DeSoto County

Board of County Commissioners

Meeting Minutes - Final

Tuesday, May 13, 2025 **9:00 AM**

CALL TO ORDER

ROLL CALL

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

TURN OFF OR SILENCE ALL CELL PHONES

PRAYER/PLEDGE OF ALLEGIANCE

Valerie Gilchrist, Desoto Ministerial Association gave the invocation.

INTRODUCTION OF ELECTED OFFICIALS

Sheriff Potter of the Desoto County Sheriffs office, Susan Pooley Desoto County Tax Collector, Debbie Wertz the Supervisor of Elections and David Williams, Property Appraiser were all present.

SET/AMEND

A motion was made by Commissioner Gross, seconded by Commissioner Langford to amend the agenda by adding Agenda item 14.

PUBLIC FORUM FOR NON-AGENDA ITEMS

Ashley Brown Outreach Coordinator for Desoto County High School updated the board on the upcoming events for the Senior Graduation and the end of the school year. She informed the board about the VPK/child care program for the 2025/2026 school year at Nocatee and West Elementary, which will generate several job openings.

CONSENT AGENDA-MOTION TO APPROVE

Approval of the Consent Agenda

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

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

1. **Minutes/BOCC Public Meeting 03-25-2025 and 04-08-2025**

Attachments: 03-25-2025 BOCC Meeting
04-08-2025 BOCC Meeting

2. **Invoice/Ponger-Kays-Grady**

Attachments: Invoice.pdf

3. **Resolution / FDOT LAP Supplemental Agreement C.R. 661 over Bunker Creek Permanent Repairs**

Attachments: 452692-2-58-01 Resolution Supplemental Agreement
452692-2 draft LAP Supp #1- approved
Enactment No: 2025-032

REGULAR BUSINESS

4. **Proclamation for Economic Development Week**

Attachments: 2025 Proclamation-Economic Development Week

Sondra Guffey read the Proclamation into record to proclaim the week of May 11th - 17th as " Economic Development Week"

A motion was made by Commissioner Langford, seconded by Commissioner Schaefer, that this Proclamation be approved. The motion carried by the following vote:

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

5. **Contract Award / Fiscal Year 2024/25 Annual Road Paving Project / Excavation Point, Inc.**

Attachments: 25-13-00ITB Contract
25-13-00ITB Bid Tab

Mike Giardullo presented a request to approve the 2024/2025 Annual Road Paving Project to Excavation Point, Inc. There was discussion as to cost for paving West Farm Rd, and how the shoulder be paved. There was further discussion on other project shortfalls as well as FDOT funding and how those funds can be applied to this and other projects.

A motion was made by Commissioner Langford, seconded by Commissioner Hickox, that this agreement be approved. The motion carried by the following vote:

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

6. **Contract Award / Fiscal Year 2024/25 Annual Road Striping Project / McShea Contracting, LLC.**

Attachments: 25-10-00ITB Contract
25-10-00ITB Bid Tabulation

Mike Giardullo presented a request to approve the 2024/2025 Annual road Striping Project to MCShea Contracting, LLC.

A motion was made by Commissioner Schaefer, seconded by Commissioner Hickox, that this agreement be approved. The motion carried by the following vote:

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

7. **Change Order #5- SEMCO Construction- Mills Remodel**

Attachments: Mills Entrance Modifications (DSS.1.2025)
Change Order #5 Rev 1 - Entrance Modifications
Change Order Log
CR #9-Entrance Modifications Revised
Base Bid-SOV
CR #9A-Add Alt-Entrance Modifications Revised 05022025
Add Alternates- SOV Bollards Asphlt only

Cindy Talamantez and Mike Giardullo present a request for change order # 5 Semco Construction -Mills Remodel. ADA upgrades to bring into compliance and make more safe and secure for the public. There was discussion as to the changes being made. There was discussion as to when the project will be completed with the new ADA changes. There is further discussion in regards to budgeting for furniture. Ms. Talamantez presented the board with slides outling the current progress of the project. including a tentative opening date of mid-August.

A motion was made by Commissioner Hickox, seconded by Commissioner Schaefer, that this change order be approved. The motion carried by the following vote:

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

8. Jones Edmunds/Agreement Amendment #2

Attachments: Amendment No. 2

Peggy Waters presented a request to approve the Agreement Amendment #2 with Jones Edmunds revising the Scope of Services and Fees to design and permit a leachate management system for the County Landfill . There was a discussion regarding the revision.

A motion was made by Commissioner Hickox, seconded by Commissioner Schaefer, that this agreement be approved. The motion carried by the following vote:

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

9. Volvo EC220EL Crawler Excavator.

Attachments: 2018 Volvo EC220EL Crawler Escavator 05-13-2025.pdf
2018 Volvo EC220EL Crawler Escavator (Comparative Quotes) 05-13-2025.pdf

Jeff Phipps presented a request for a Purchase Order in the amount of $86,500 for a 2018 Volvo EC220EL Crawler Excavator. Mr. Hines discussed the landfill budget can absorb the full cost of the machine because a used semi-truck was purchased that would meet our needs instead of a new one as budgeted for. There was further discussion on how the excavator will be used.

A motion was made by Commissioner Hickox, seconded by Commissioner Schaefer, that the purchase order be approved. The motion carried by the following vote:

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

10. Resolution/Budget Amendment Fiscal Year 2024/2025

Attachments: Resolution
Summary and Narrative
2025-85 SHIP
2025-90 Hurricane Ian

Brian Wagner presented a request to adopt a Resolution /Budget Amendment Fiscal Year 2024/2025. The two amendments relate to SHIP to recognize additional program income and place in SHIP Reserves. And the Hurricane Ian Project # LFA452692 661 Bridge contract adjustment.

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

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

Enactment No: 2025-033

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

Attachments: AP Check Report - Warrants 04-08-25 to 04-21-25

A motion was made by Commissioner Gross, seconded by Commissioner Langford, that the accounts and warrants drawn be approved. The motion carried by the following vote:

Aye: Deriso, Schaefer, Langford, and Gross

Recused: Hickox

12. Resolution / Roadside Memorial Placement in County Rights-of-Way

Attachments: Resolution - Roadside Memorial (tc)
Request Form Memorial Marker ATTACHMENT A
Resolution Roadside Memorial Standard Marker (tc)
Road Side Memorial ATTACHMENT B

Mandy Hines request approval to adopt one of two Resolutions establishing a policy and specifications for the placement of roadside memorials within county rights of way of public, county maintained roadways: providing for effective date. Ms. Hines gave a few different options the first option is for the county to maintain the status quo and to do nothing. The first resolution option (Option 1) is to restrict the ground size of a roadside memorial. She detailed other restriction as they pertain to request, location, length of time and county maintenance. The second resolution option (Option 2) would restrict memorial to be a uniformly inscribed “Drive Safely” sign post constructed and installed by County Road and Bridge staff, with all other detailed restriction being the same. There was much discussion about whether policing would be an added and or necessary cost to the county vs setting standard restrictions to help alleviate memorials that could potentially become safety concerns for the county.

A motion was made by Commissioner Gross, seconded by Commissioner Hickox, that this Resolution (option 1) be adopted. The motion carried by the following vote:
Passed 3:2
Schaefer Aye
Langford Nay

Deriso Nay
A Motion was made by Commissioner Gross, Seconded by Commissioner Langford for reconsideration , The motion carried unanimously
A motion was made by Commissioner Gross, seconded by Commissioner Langford to take no action on either resolution/roadside markers and maintain the status quo . The motion carried by the following vote:

Aye: Deriso, Langford, and Gross

Nay: Schaefer, and Hickox

13. Resolution / Executive Office of the Governor DOGE Efforts.

Attachments: DOGE reso - tc
Desantis DOGE EO 2025

Mandy Hines request approval to adopt a Resolution supporting the EOG DOGE Team's efforts to identify unnecessary spending, creating efficiencies, and saving taxpayer dollars when possible.

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

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

Enactment No: 2025-034

EMERGENCY ITEM

14. Purchase of a 2025 Pierce 3,000 gallon Tender/Tanker Truck

Attachments: Ten8 Tender Quote

Chad Jorgensen presents a request of approval for a Purchase Order for the purchase of a 2025 Pierce 3,000 gallon Tender/Tanker Truck to replace a 1998 2,000 gallon tanker. There was further discussion as to the use of the replaced tanker, as well as the need to expedite the request for approval.

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

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

ADMINISTRATOR'S REPORT

Many Hines advised the board in regards to the City of Acradia Airport tree removal cut back as required the the FAA to remove any obstructions. The FDOT on behave of the FAA, has identified a county owned lot on Maple Street that will be impacted. There will be 4 trees removed and replaced with 3 medium sized trees. Ms. Hines recommendation is to respond to the City and allow for the removal and replacement of the trees. She is asking for approval from the board to move forward and notify the City. Commissioner Deriso did mention for full transparency that the company he works for is working on the project of removing the trees. He and the other commissioners all agree with the decision to move forward and contact the City. Ms. Hines also updated the board on the progress of Fire Station 1, engineering design and cost estimates should be available in two weeks. Once the estimates are received a recommendation will be brought to the board for approval to proceed.

COUNTY ATTORNEY'S REPORT

No report.

BOARD MEMBER COMMENTS

Commissioner Schaefer thanked the staff for everything they do, she congratulated, Ms. Hines on her Daughter's recent graduation with Honors from Nursing School. Commissioner Hickox thanked the staff for all their hard work, he questioned if the county burn ban was still in effect since our recent rainfall. Ms. Hines stated that the burn ban is still in effect. He stated he attended the FDOT meeting regarding RT 17 and CR 761 project, they plan on moving forward with Plan A to add reflector signs to stop traffic. He commented how he is not in favor of this plan, there was further discussion on how to expedite the process with FDOT to make this intersection safer.Commissioner Langford read a quote about the overwhelming growth and over development in Florida. Commissioner Gross thanked the staff as well as the Sheriff in recognition of National Police Week. He thanked the community for a successful prom for the Desoto County High School seniors. He also stated that he recently has had a few calls on drainage issues on certain roads and would like to budget to have these areas worked on prior to the rainy season. Chairman Deriso thanked the staff for all they do. He was also excited to mention his 17 year old son qualified for the State High School Rodeo Finals in Wyoming .

SUPPLEMENTAL BOARD DOCUMENTS

15. Board Documents 05-13-2025 BOCC Public Meeting

Attachments: 05-13-2025 BOCC Meeting Speaker Cards
DeSoto County Mills Complex powerpoint

ADJOURNMENT

Being no further business before the board, Chairman Deriso adjourned the meeting at 10:40AM.

ATTEST: BOARD OF COUNTY COMMISSIONERS

DESOTO COUNTY, FLORIDA

_____ _____

MANDY HINES J.C. DERISO
COUNTY ADMINISTRATOR CHAIRMAN

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DeSoto County

6/10/2025

Item #: 2.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 9:00 am
☐ Public Hearing Choose an item.

DEPARTMENT: Administrative Services
SUBMITTED BY: **Elicia Taylor, Accounts Payable Technician**
PRESENTED BY: **Elicia Taylor, Accounts Payable Technician**

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 May 13, 2025-May 22, 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 #313885-313941; Payroll Clearing Fund wire drafts; Local Housing-SHIP Fund Check #001753-001755; Utilities Capital Fund drafts #N/A; Flexible Spending Account Check #N/A; Indigent Health Care Check #006452; 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: 5/13/2025 THRU 5/22/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5579	WEX							
C-CHECK	WEX	VOIDED	V 5/14/2025			313942		225.23CR

* * 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:	1	VOID DEBITS 0.00			
		VOID CREDITS 225.23CR	225.23CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	1	225.23CR	0.00	0.00
BANK: * TOTALS:	1	225.23CR	0.00	0.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 5/13/2025 THRU 5/22/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3288		FLORIDA DEPT OF REVENUE							
	I-202505161313	APRIL 2025 FUEL TAX PYMT	D	5/14/2025	30.30		004541		30.30
5897		DESOTO COUNTY UTILITIES							
	I-25007	03-0003	D	5/20/2025	1,811.00		004555		1,811.00
5579		WEX							
	I-202505211333	MAR&APR 2025 FUEL PURCHASE	D	5/14/2025	225.23		004556		225.23
5891		EXPLOSIVE TOUCH ENTERPRISES, L							
	I-0000564	2025 JULY 4TH FIREWORKS	D	5/21/2025	9,000.00		004558		9,000.00
0681		CHANNEL INNOVATIONS CORP							
	I-CI3516	85395504-02	E	5/16/2025	522.90		006429		
	I-CI3517	85395504-03	E	5/16/2025	1,343.50		006429		1,866.40
1445		STAPLES ADVANTAGE							
	I-6031308676	396428	E	5/16/2025	9.89		006430		
	I-6031531303	396428	E	5/16/2025	82.84		006430		92.73
1725		SAFETY-KLEEN SYSTEMS INC							
	I-97105138	DE42271	E	5/16/2025	911.13		006431		911.13
1839		CALLAGHAN TIRE							
	I-1539966	431	E	5/16/2025	643.68		006432		
	I-1539968	431	E	5/16/2025	234.56		006432		
	I-1550518	431	E	5/16/2025	148.27		006432		1,026.51
2861		TETRA TECH, INC.							
	I-52423921	105S0433	E	5/16/2025	460.00		006433		460.00
3254		JOHNSON ENGINEERING, INC							
	I-5360	20247120-000	E	5/16/2025	2,589.00		006434		
	I-5361	20247120-001	E	5/16/2025	2,846.00		006434		
	I-5363	20247120-002	E	5/16/2025	1,928.00		006434		7,363.00
3682		FLT GEOSYSTEMS							
	I-456615	012708030	E	5/16/2025	4,500.00		006435		4,500.00
5319		AMAZON CAPITAL SERVICES INC.							
	I-17CKKY33VYDJ	A2QZQZIX4LDSB5	E	5/16/2025	337.80		006436		
	I-1G9KTC6G3NTW	A2QZQZIX4LDSB5	E	5/16/2025	369.98		006436		
	I-1HFP6NCKTDDW	A2QZQZIX4LDSB5	E	5/16/2025	448.99		006436		
	I-1NH6WTGXT4CY	A2QZQZIX4LDSB5	E	5/16/2025	1,206.54		006436		
	I-1VN44D6K34P3	A2QZQZIX4LDSB5	E	5/16/2025	123.49		006436		
	I-1WLK1NR41R3H	A2QZQZIX4LDSB5	E	5/16/2025	235.94		006436		
	I-1XNQ9X133Y7F	A2QZQZIX4LDSB5	E	5/16/2025	319.98		006436		
	I-1Y4CLCCX3P6V	A2QZQZIX4LDSB5	E	5/16/2025	24.70		006436		3,067.42

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 5/13/2025 THRU 5/22/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5497		CJC SHELL, LLC							
	I-39512	LANDFILL	E	5/16/2025	1,690.92		006437		1,690.92
5754		GENSERVE, LLC							
	I-0519438IN	60-DESOTO	E	5/16/2025	1,161.72		006438		1,161.72
5821		GREAT SOUTHERN EQUIPMENT, LLC							
	I-02042421	A10083	E	5/16/2025	208.66		006439		208.66
0333		PEACE RIVER/MANASOTA							
	I-SI000021	UTILITIES	E	5/16/2025	85,830.20		006440		85,830.20
3504		CLARKE ENVIRONMENTAL							
	I-001035977	D02227	E	5/16/2025	13,333.33		006441		13,333.33
4236		WEILER ENGINEERING CORPORATIO							
	I-3020	24052.003	E	5/16/2025	11,884.00		006442		
	I-53744	24052.015	E	5/16/2025	3,620.00		006442		15,504.00
6009		IN-PIPE TECHNOLOGY LLC							
	I-2868	UTILITIES	E	5/16/2025	10,500.00		006443		10,500.00
4924		ROGERS PETROLEUM							
	I-1180392	DCTRAN-CL	E	5/16/2025	679.14		006444		
	I-1180524	DCTRAN-CL	E	5/16/2025	119.06		006444		
	I-1180772	DCTRAN-CL	E	5/16/2025	718.53		006444		
	I-1180952	DCTRAN-CL	E	5/16/2025	1,295.33		006444		
	I-1181103	DCTRAN-CL	E	5/16/2025	305.67		006444		
	I-1181492	DCTRAN-CL	E	5/16/2025	261.09		006444		
	I-1181673	DCTRAN-CL	E	5/16/2025	807.95		006444		4,186.77
4927		ROGERS PETROLEUM							
	I-1180948	DCFACIL-CL	E	5/16/2025	63.36		006445		
	I-1181099	DCFACIL-CL	E	5/16/2025	50.23		006445		113.59
4928		ROGERS PETROLEUM							
	I-1181098	DCEXTEN-CL	E	5/16/2025	14.53		006446		14.53
4929		ROGERS PETROLEUM							
	I-1178050	DCDEVEL-CL	E	5/16/2025	51.69		006447		
	I-1178303	DCDEVEL-CL	E	5/16/2025	45.58		006447		
	I-1178768	DCDEVEL-CL	E	5/16/2025	50.33		006447		
	I-1179041	DCDEVEL-CL	E	5/16/2025	41.90		006447		
	I-1180386	DCDEVEL-CL	E	5/16/2025	95.92		006447		
	I-1180947	DCDEVEL-CL	E	5/16/2025	33.16		006447		
	I-1181095	DCDEVEL-CL	E	5/16/2025	51.61		006447		370.19

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 5/13/2025 THRU 5/22/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4933		ROGERS PETROLEUM							
	I-1180768	DCENVIR-CL	E	5/16/2025	274.44		006448		274.44
4934		ROGERS PETROLEUM							
	I-1180520	DCCODE-CL	E	5/16/2025	46.22		006449		
	I-1180767	DCCODE-CL	E	5/16/2025	33.23		006449		
	I-1181668	DCCODE-CL	E	5/16/2025	28.55		006449		108.00
4942		ROGERS PETROLEUM							
	I-1177371	DCEMS-CL	E	5/16/2025	109.53		006450		
	I-1177372	DCFIRE-CL	E	5/16/2025	41.65		006450		
	I-1177413	DCFIRE-CL	E	5/16/2025	118.11		006450		
	I-1180522	DCEMS-CL	E	5/16/2025	70.32		006450		
	I-1180523	DCFIRE-CL	E	5/16/2025	53.04		006450		
	I-1180950	DCEMS-CL	E	5/16/2025	39.55		006450		
	I-1180951	DCFIRE-CL	E	5/16/2025	65.24		006450		
	I-1181100	DCPUBAD-CL	E	5/16/2025	105.01		006450		
	I-1181101	DCEMS-CL	E	5/16/2025	38.76		006450		
	I-1181102	DCFIRE-CL	E	5/16/2025	191.71		006450		
	I-1181490	DCEMS-CL	E	5/16/2025	67.45		006450		
	I-1181491	DCFIRE-CL	E	5/16/2025	25.51		006450		
	I-1181670	DCPUBAD-CL	E	5/16/2025	187.09		006450		
	I-1181671	DCEMS-CL	E	5/16/2025	38.06		006450		
	I-1181672	DCFIRE-CL	E	5/16/2025	82.01		006450		1,233.04
6101		SEMCO CONSTRUCTION, INC							
	I-7	240125	E	5/16/2025	426,107.37		006451		426,107.37
1918		FPL-ASSIST							
	I-202505061265	FPL LIHEAP ASSIST4/16-4/30/25	V	5/08/2025	1,063.64		313848		1,063.64
1918		FPL-ASSIST							
	M-CHECK	FPL-ASSIST UNPOST	V	5/16/2025			313848		1,063.64CR
5988		A & D RECYCLING LLC							
	I-11435	10387	R	5/15/2025	125.00		313886		125.00
5488		ADVANCED LIFT STATION SERVICES							
	I-11000	LANDFILL	R	5/15/2025	1,500.00		313887		1,500.00
4421		ANTIFREEZE RECYCLING SERVICES							
	I-550230	ROAD&BRIDGE	R	5/15/2025	336.00		313888		336.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 5/13/2025 THRU 5/22/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5310		APEX OFFICE PRODUCTS & FURNITU							
	I-26620140	K7614	R	5/15/2025	195.99		313889		195.99
2317		BOUND TREE MEDICAL. LLC							
	I-85706197	108367	R	5/15/2025	349.00		313890		349.00
3848		CENTURYLINK							
	I-202505091299	311573058	R	5/15/2025	355.68		313891		355.68
3635		CINTAS CORPORATION NO.2							
	I-0F32715899	42567	R	5/15/2025	685.00		313892		
	I-0F32717188	42567	R	5/15/2025	258.50		313892		
	I-4230124352	24030035	R	5/15/2025	35.00		313892		
	I-4230124371	24060156	R	5/15/2025	235.79		313892		
	I-4230268525	24049758	R	5/15/2025	57.77		313892		
	I-4230268525A	24049758	R	5/15/2025	19.02		313892		1,291.08
6113		CINTAS FIRE PROTECTION							
	I-0F32717037	42567	R	5/15/2025	454.28		313893		454.28
0084		CITY OF ARCADIA,							
	I-202505151307	0000963382-002857704	R	5/15/2025	855.65		313894		855.65
3976		COMCAST							
	I-24049709-939776438	APR25 PAYMENT	R	5/15/2025	1,610.00		313895		1,610.00
4612		COMCAST COMMUNICATIONS							
	I-202505091300	8535 10 064 0066556	R	5/15/2025	72.00		313896		72.00
4745		COPY LIFE INC.							
	I-AR102328	DC03	R	5/15/2025	79.91		313897		
	I-AR104791	DC03	R	5/15/2025	78.00		313897		
	I-AR107258	DC03	R	5/15/2025	78.00		313897		235.91
5154		CORE & MAIN LP							
	I-W849887	164427	R	5/15/2025	6,975.00		313898		6,975.00
1104		COX PEST CONTROL INC							
	I-331282	117751	R	5/15/2025	40.00		313899		40.00
2724		CULLIGAN WATER							
	I-1273696	1013721	R	5/15/2025	154.00		313900		154.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 5/13/2025 THRU 5/22/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1		DARREL NICKLOW							
	I-202505131301	NICKLOW- DD REF	R	5/15/2025	75.00		313901		75.00
4850		DESOTO AGRICULTURE &							
	I-151406	2800	R	5/15/2025	36.76		313902		
	I-151415	2800	R	5/15/2025	15.88		313902		
	I-151724	2800	R	5/15/2025	16.98		313902		
	I-152216	2813	R	5/15/2025	268.32		313902		
	I-152259	2813	R	5/15/2025	11.18		313902		349.12
0229		DESOTO FORD AUTOMALL INC							
	I-8003359	ROAD&BRIDGE	R	5/15/2025	1,219.25		313903		1,219.25
4528		DESOTO COUNTY TEEN COURT							
	I-202505151306	APR25 TEEN COURT EXPENSE	R	5/15/2025	1,197.01		313904		1,197.01
5060		DVS							
	I-DVS159290	USFLDESOTO	R	5/15/2025	42,761.00		313905		42,761.00
5015		DUVAL ASPHALT PRODUCTS, INC							
	I-07513304A	DES002	R	5/15/2025	2,751.30		313906		2,751.30
5431		EVOQUA WATER TECHNOLOGIES LLC							
	I-907007652	1069199	R	5/15/2025	2,064.00		313907		2,064.00
0416		FEDERAL EXPRESS CORP							
	I-883812466	2843-9406-2	R	5/15/2025	116.97		313908		116.97
0300		FLEETPRIDE							
	I-125245625	124600	R	5/15/2025	1,207.90		313909		
	I-125567714	124600	R	5/15/2025	303.96		313909		1,511.86
1918		FPL-ASSIST							
	I-202505151308	FPL LIHEAP ASSIST APR16-30	R	5/15/2025	3,015.23		313910		
	I-202505151309	LIEHEAP ASSSIT APR16-30	R	5/15/2025	4,400.00		313910		7,415.23
6019		GEOCOMM							
	I-INV137345	GSA GS-35F-0594S	R	5/15/2025	8,082.10		313911		8,082.10
1		JOHNNY REMBERT							
	I-202505151303	REMBERT DEPOSIT	R	5/15/2025	200.00		313912		200.00
1		JOHNNY REMBERT							
	I-202505151305	REMBERT REFUND	R	5/15/2025	200.00		313913		200.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 5/13/2025 THRU 5/22/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4360		KIMBALL MIDWEST							
	I-103316709	784607	R	5/15/2025	315.50		313914		
	I-103347404	784607	R	5/15/2025	19.25		313914		334.75
0423		KNIGHT SUPPLY OF							
	I-96816	FACILITIES	R	5/15/2025	59.80		313915		
	I-96929	PARKS	R	5/15/2025	123.24		313915		183.04
4864		LEAF							
	I-18308224	100-4333359-004	R	5/15/2025	133.57		313916		133.57
5929		LESYANI MARTINEZ							
	I-202505151304	TRAVEL VOUCHER	R	5/15/2025	68.46		313917		68.46
5739		NAPA AUTO PARTS							
	I-018500	170	R	5/15/2025	157.31		313918		
	I-133684	831	R	5/15/2025	46.10		313918		
	I-133698	831	R	5/15/2025	168.27		313918		371.68
5006		O'REILLY AUTO PARTS							
	I-5069155463	2192285	R	5/15/2025	5.29		313919		
	I-5069155498	2192285	R	5/15/2025	42.49		313919		
	I-5069155583	2192285	R	5/15/2025	8.61		313919		
	I-5069155807	2192285	R	5/15/2025	48.64		313919		105.03
5766		ODP BUSINESS SOLUTIONS, LLC							
	C-420867818001	27272349	R	5/15/2025	17.99CR		313920		
	I-4162323360010	27272349	R	5/15/2025	17.99		313920		
	I-419734676001	27272349	R	5/15/2025	23.72		313920		
	I-419739239001	27272349	R	5/15/2025	7.44		313920		
	I-421717574001	27272349	R	5/15/2025	90.98		313920		
	I-422324199001	27272349	R	5/15/2025	780.71		313920		902.85
3324		PEACE RIVER SHOPPER							
	I-227172	BOARD WORKSHOP	R	5/15/2025	133.00		313921		133.00
0403		PONGER-KAYS GRADY FUNERAL							
	I-250100A	CREMATION SERVICES	R	5/15/2025	810.00		313922		810.00
3389		RING POWER CORPORATION							
	I-15CC00702703	011806	R	5/15/2025	818.63		313923		818.63
5828		ROLAND G. HARRIS							
	I-202505151312	REIMBURSEMENT	R	5/15/2025	19.85		313924		19.85

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 5/13/2025 THRU 5/22/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6204		ROYCE SUPPLY							
	I-84773	LANDFILL	R	5/15/2025	226.10		313925		226.10
1803		SAFETY PRODUCTS INC							
	I-052397	DES36	R	5/15/2025	82.91		313926		
	I-052844	DES36	R	5/15/2025	1,046.50		313926		1,129.41
5376		SANDERS LABORATORIES, INC.							
	I-81800	DESOTO WWTP	R	5/15/2025	83.00		313927		
	I-81827	DESOTO LAKE SUZY WTP	R	5/15/2025	48.00		313927		
	I-81845	DESOTO LAKE SUZY WTP	R	5/15/2025	36.00		313927		
	I-81866	DESOTO CORRECTIONAL WTP	R	5/15/2025	20.00		313927		187.00
0259		SMITH'S RANCH & GARDEN							
	I-202505151310	142117	R	5/15/2025	5.98		313928		
	I-202505151311	142117	R	5/15/2025	130.82		313928		136.80
5038		SOUTHERN GLAZER'S WINE AND SPI							
	I-4054617	1550818	R	5/15/2025	960.48		313929		960.48
2940		SOUTHERN OXYGEN & WELDING SUPP							
	I-545945	DC4842	R	5/15/2025	144.11		313930		
	I-546160	DC4842	R	5/15/2025	93.59		313930		237.70
0697		THE SUN							
	I-3960102	377985	R	5/15/2025	158.73		313931		158.73
2881		TRACTOR SUPPLY CO							
	I-961214	PARKS- REPAIR.MAINT	R	5/15/2025	42.98		313932		42.98
5026		VISION ACE HARDWARE, LLC							
	I-395771	920175	R	5/15/2025	739.98		313933		
	I-395961	920175	R	5/15/2025	159.99		313933		899.97
5027		VISION ACE HARDWARE, LLC							
	I-395823	920161	R	5/15/2025	14.93		313934		
	I-395848	920161	R	5/15/2025	43.57		313934		
	I-395853	920161	R	5/15/2025	11.99		313934		
	I-395973	920161	R	5/15/2025	27.99		313934		98.48
5028		VISION ACE HARDWARE, LLC							
	I-395899	920171	R	5/15/2025	19.99		313935		19.99

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 5/13/2025 THRU 5/22/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5029		VISION ACE HARDWARE, LLC							
	I-395814	920170	R	5/15/2025	796.89		313936		796.89
5030		VISION ACE HARDWARE, LLC.							
	I-395476	920165	R	5/15/2025	55.56		313937		
	I-395511	920165	R	5/15/2025	89.95		313937		145.51
5400		VOIANCE LANGUAGE SERVICES, LLC							
	I-2025028009	669621	R	5/15/2025	58.80		313938		58.80
6225		ELICIA TAYLOR							
	I-202505161316	TRAVEL VOUCHER	R	5/16/2025	232.48		313939		232.48
5746		MADISON MCGEE							
	I-202505161315	TRAVEL VOUCHER	R	5/16/2025	279.04		313940		279.04
6224		MEGAN QUIGLEY							
	I-202505161314	TRAVEL VOUCHER	R	5/16/2025	240.80		313941		240.80
5579		WEX							
	I-202505211331	MAR & APR 2025 FUEL PURCHASE	V	5/14/2025	225.23		313942		225.23
5579		WEX							
	M-CHECK	WEX VOIDED	V	5/14/2025			313942		225.23CR

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	56			92,449.68	0.00	92,224.45
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	4			11,066.53	0.00	11,066.53
EFT:	23			579,923.95	0.00	579,923.95
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	2	VOID DEBITS	0.00			
		VOID CREDITS	1,288.87CR	1,288.87CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APBK TOTALS:	85	683,214.93	0.00	683,214.93
BANK: APBK TOTALS:	85	683,214.93	0.00	683,214.93

VENDOR SET: 01 Desoto County
BANK: IHC INDIGENT HEALTH CARE TRUS
DATE RANGE: 5/13/2025 THRU 5/22/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0702	DESOTO MEMORIAL HOSPITAL							
I-202505191325	JAN-MAR 2025 IHC TAX	E	5/20/2025	216,109.75		006452		216,109.75

* * 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:	1			216,109.75	0.00	216,109.75
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:	1	216,109.75	0.00	216,109.75
BANK: IHC TOTALS:	1	216,109.75	0.00	216,109.75

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 5/13/2025 THRU 5/22/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5965	RICCO WASHBURN ESQ							
I-G16202505081295	CASE #2018CC045	R	5/15/2025	100.00		313885		100.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1			100.00	0.00	100.00
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:	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:	1	100.00	0.00	100.00
BANK: PYBK TOTALS:	1	100.00	0.00	100.00

VENDOR SET: 01 Desoto County
BANK: SHIP LOCAL HOUSING/ SHIP ACCT
DATE RANGE: 5/13/2025 THRU 5/22/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3652	JEWEL CONTRACTING, INC.							
I-2124	SIMMONS DRAW 3	R	5/15/2025	12,000.00		001753		12,000.00
3652	JEWEL CONTRACTING, INC.							
I-2125	JARVIS ELECTRICAL	R	5/15/2025	1,750.00		001754		1,750.00
3324	PEACE RIVER SHOPPER							
I-227061	AHAC	R	5/15/2025	173.00		001755		173.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	3			13,923.00	0.00	13,923.00
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:	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:	3	13,923.00	0.00	13,923.00
BANK: SHIP TOTALS:	3	13,923.00	0.00	13,923.00
REPORT TOTALS:	90	913,347.68	0.00	913,347.68

SELECTION CRITERIA

VENDOR SET: 01-DESOTO COUNTY
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 5/13/2025 THRU 5/22/2025
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

6/10/2025

Item #: 3.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 9:00 am
☐ Public Hearing Other

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

TITLE & DESCRIPTION:
Local Housing Assistance Plan/Technical Revision

REQUESTED MOTION:
To approve the agenda item as presented.

SUMMARY:
Currently Owner Occupied Rehabilitation max award is $65,000, Purchase assistance max award is $40,000 and Demolition/Reconstruction max award is $165,000. Technical changes to the LHAP include the following for each category. Owner Occupied Rehabilitation max award $70,000, half of the award forgivable after 10 years. Purchase Assistance with and without Rehab max award 30% of the purchase price not to exceed $70,000 and the purchase price can not exceed $350,000, half of the award amount will be forgiven after 10 years. Demolition/Reconstruction category, max award $200,000 with 50% of the award forgiven after 10 years. All categories qualify for a mortgage extension as long as they still income qualify.

BACKGROUND:
The local housing assistance plan is reviewed and updated every three years. During the three year period of the approved plan there are times when revisions need to be made. These revisions are turned into Florida Finance Cooperation as a way of tracking that SHIP funds are expended appropriately.

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.

DeSoto County

6/10/2025

Item #: 4.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 9:00 am
☐ Public Hearing Grant

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

TITLE & DESCRIPTION:
Certification of Participation/51% Letter for the Edward Byrne Memorial JAG-C Grant Program

REQUESTED MOTION:
To approve the Certification of Participation and 51% JAG-C Grant Distribution Letter.

SUMMARY:
The yearly JAG-C grant from FDLE is split on a 60-40 basis with the Arcadia Police Department. This year's total amount is $43,490.00 with the Sheriff's Office portion being $26,094.00. The Sheriff's Office will use the proceeds to purchase new golf carts.

BACKGROUND:
The 2024 JAG-C funding will be used to replace the aging golf carts of the DeSoto County Sheriff's Office. These carts are used at the special events to help deputies get around as well as allowing deputies to assist residents that need special assistance getting to and from a location. These golf carts are stationed at the schools on a daily basis, to assist the SRD's with traversing the campuses quickly.

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.

CERTIFICATE OF PARTICIPATION

Edward Byrne Memorial
Justice Assistance Grant (JAG) Program

Mr. Cody Menacof
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Mr. Menacof:

This letter provides notification that the DeSoto County Board of Commissioners ✔ Accepts ___ Declines to serve as the coordinating unit of government for the Florida Department of Law Enforcement's Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide Program.

I understand, for the purposes of the JAG Countywide Program, the county can only request and approve applications for eligible subrecipients. In order to meet eligibility requirements, the county, and each organization or agency identified through the 51% planning process (as provided by Florida Administrative Code, Chapter 11D-9.002), must be able to document compliance with the following requirements prior to receiving a subaward:

- 2 C.F.R. Part 25—*Universal Identifier and System for Award Management (SAM) Requirements*
- 8 U.S.C §1373 & 1644—*Communication Between Governments and the Immigration and Naturalization Service*
- 28 C.F.R. Part 42—*Nondiscrimination; Equal Employment Opportunity; Policies and Procedures*
- 2 C.F.R. §200.318-327—*Federal Procurement Standards*
- 2 C.F.R Part 200.300-309—*Standards for Financial and Program Management*

For purposes of coordinating the preparation of application(s) for grant funds with the Office of Criminal Justice Grants, the following individual is designated as County Coordinator for the county's **FY24 JAG Countywide** subawards:

Name:	Brady Anderson	Agency:	DeSoto County Sheriff's Office
Title:	Finance Director	Address:	208 E Cypress St
Email:	Banderson@sheriffdesotofl.gov	City:	Arcadia
Phone:	863-491-6739	Zip:	34266

I acknowledge and understand the responsibility placed upon the county to ensure grant funds are used for improving criminal justice and subawards, as identified through the 51% process, are only approved to eligible subrecipients.

Sincerely,

Chair
DeSoto County Board of Commissioners

BOARD OF COUNTY COMMISSIONERS

DESOTO COUNTY

Administration Building
Suite 201
201 East Oak Street
Arcadia, Florida 34266
Telephone (863) 993-4800
Drug-Free Work Place

June 10, 2025

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Department of Law Enforcement
2331 Phillips Rd
Tallahassee, Florida 32308

Dear Mr. Menacof:

In compliance with the State of Florida Rule 11 D-9. F.A.C., the City Council for the City of Arcadia approves the distribution of $43,490.00 (total allocated funds available) of Federal Fiscal Year 2024 Edward Byrne Memorial JAG Program funds for the following projects within DeSoto County:

Sub-Grantee / Implementing Agency	Purpose	Amount
DeSoto County / Sheriff's Office	Golf Carts	$26,094.00
City of Arcadia/ Police Department	Equipment	$20,149.00
Services	Total:	$43,490.00

Sincerely,

_____

J.C. Deriso, Chairman of the Board of County Commissioners

DeSoto County

6/10/2025

Item #: 5.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 9:00 am
☐ Public Hearing Agreement

DEPARTMENT: Human Resources
SUBMITTED BY: **Latrinda Jones, Human Resources Director**
PRESENTED BY: **Latrinda Jones, Human Resources Director**

TITLE & DESCRIPTION:
Revised Classification and Pay Plan.

REQUESTED MOTION:
To approve the revised Classification & Pay Plan as presented.

SUMMARY:
The Classification and Pay Plan has been revised to reflect the changes within the Parks & Recreation, Turner Center, and Public Safety department. The Parks & Recreation Department is requesting the addition of a part-time Parks Technician IV position to accommodate an employee transitioning into partial retirement. The employee will reduce his hours and serve in a part-time capacity to assist with the training and transition of the individual selected to fill his full-time role. The Turner Center is requesting a title change from Event Coordinator to Event Manager to reflect the expanded scope of responsibilities, including increased leadership and event planning duties. Public Safety position titles have been slightly revised to better reflect departmental structure.

DESOTO COUNTY BOCC CLASSIFICATION AND PAY PLAN - REVISED 6/10/2025

Department	Position Title	Grade	Minimum	Maximum	Position Number
Administration	COUNTY ADMINISTRATOR	120	$ 105,602.30	$ 163,683.56	90101
Administration	ASSISTANT COUNTY ADMINISTRATOR	115	$ 71,871.15	$ 111,400.28	90124
Administration	COUNTY COORDINATOR	113	$ 62,780.53	$ 97,309.82	90123
Administration	BUDGET COORDINATOR	109	$ 49,728.06	$ 77,078.49	90218
Administration	GRANTS COORDINATOR	108	$ 46,913.26	$ 72,715.56	90221
Administration	OFFICE MANAGER III	105	$ 39,389.28	$ 61,053.39	90112
Administration	PUBLIC INFORMATION OFFICER / COMMUNICATIONS	105	$ 39,389.28	$ 61,053.39	90113
Administration	ADMINISTRATIVE ASSISTANT II	102	$ 33,072.00	$ 51,261.60	90114
Administration	CONSTRUCTION PROJECT MANAGER	NEG	-	-	90130
Administrative Services	FINANCE DIRECTOR	113	$ 62,780.53	$ 97,309.82	90201
Administrative Services	PURCHASING DIRECTOR	111	$ 55,874.45	$ 86,605.39	90216
Administrative Services	ACCOUNTING SPECIALIST III	105	$ 39,389.28	$ 61,053.39	90208, 90219, 90222
Administrative Services	PURCHASING AGENT II	104	$ 37,159.70	$ 57,597.53	90209
Administrative Services	ACCOUNTING SPECIALIST II	103	$ 35,056.32	$ 54,337.30	90220
Administrative Services	ACCOUNTING SPECIALIST II (P/T)	103	$ 35,056.32	$ 54,337.30	90223
Administrative Services	PURCHASING AGENT I	102	$ 33,072.00	$ 51,261.60	90213
Administrative Services	ACCOUNTING SPECIALIST I	101	$ 31,200.00	$ 48,360.00	90211
Administrative Services	ACCOUNTS PAYABLE TECHNICIAN	101	$ 31,200.00	$ 48,360.00	90203
Animal Control Services	ANIMAL CONTROL SUPERVISOR	104	$ 37,159.70	$ 57,597.53	91701
Animal Control Services	ANIMAL CONTROL OFFICER	102	$ 33,072.00	$ 51,261.60	91703, 91705, 90522
Animal Control Services	KENNEL TECHNICIAN	101	$ 31,200.00	$ 48,360.00	91706, 91711
Animal Control Services	ADMINISTRATIVE ASSISTANT	101	$ 31,200.00	$ 48,360.00	90506
Building	BUILDING OFFICIAL	111	$ 55,874.45	$ 86,605.39	90515
Building	BUILDING INSPECTOR I	106	$ 41,752.64	$ 64,716.59	90524, 90528, 90535, 90536
Building	PERMIT TECHNICIAN SUPERVISOR	106	$ 41,752.64	$ 64,716.59	92103
Building	LEAD PERMIT TECHNICIAN	104	$ 37,159.70	$ 57,597.53	90538
Building	PERMIT TECHNICIAN	102	$ 33,072.00	$ 51,261.60	90502, 90525, 90518
Building	ADMINISTRATIVE ASSISTANT	101	$ 31,200.00	$ 48,360.00	90527, 90537
Code Enforcement	CODE ENFORCEMENT DIRECTOR	111	$ 55,874.45	$ 86,605.39	90531
Code Enforcement	CODE ENFORCEMENT OFFICER	102	$ 33,072.00	$ 51,261.60	90507, 90509, 90510
Code Enforcement	ADMINISTRATIVE ASSISTANT	101	$ 31,200.00	$ 48,360.00	90503
Development	PLANNING DIRECTOR	115	$ 71,871.15	$ 111,400.28	90136
Development	SENIOR PLANNER	108	$ 46,913.26	$ 72,715.56	91901, 91902
Development	PLANNER I	105	$ 39,389.28	$ 61,053.39	91907
Development	ASSOCIATE PLANNER	103	$ 35,056.32	$ 54,337.30	91909
Development	DEVELOPMENT SERVICES SPECIALIST	103	$ 35,056.32	$ 54,337.30	90215
Development	PLANNING TECHNICIAN	102	$ 33,072.00	$ 51,261.60	91908
Development	ADMINISTRATIVE ASSISTANT	101	$ 31,200.00	$ 48,360.00	91903
Economic Development	ECONOMIC DEVELOPMENT DIRECTOR	114	$ 66,547.36	$ 103,148.41	90119
Economic Development	BROADBAND COORDINATOR	106	$ 41,752.64	$ 64,716.59	90149
Economic Development	ECONOMIC DEVELOPMENT AND TOURISM SPECIALIST	103	$ 35,056.32	$ 54,337.30	90150

Department	Position Title	Grade	Minimum	Maximum	Position Number
Emergency Management	EMERGENCY MANAGEMENT DIRECTOR	114	$ 66,547.36	$ 103,148.41	90108
Emergency Management	EMERGENCY MANAGEMENT COORDINATOR	105	$ 39,389.28	$ 61,053.39	90110
Emergency Management	EMERGENCY MANAGEMENT SPECIALIST	102	$ 33,072.00	$ 51,261.60	90109
Engineering	COUNTY SURVEYOR	108	$ 46,913.26	$ 72,715.56	92006
Engineering	PUBLIC WORKS INSPECTOR I	102	$ 33,072.00	$ 51,261.60	92003
Environmental Services	ENVIRONMENTAL SERVICES DIRECTOR	114	$ 66,547.36	$ 103,148.41	90601
Environmental Services	ENVIRONMENTAL SERVICES SUPERVISOR	106	$ 41,752.64	$ 64,716.59	90606
Environmental Services	ENVIRONMENTAL SERVICES EQUIPMENT OPERATOR III	103	$ 35,056.32	$ 54,337.30	90605, 90607
Environmental Services	ENVIRONMENTAL SERVICES EQUIPMENT OPERATOR II	102	$ 33,072.00	$ 51,261.60	90611, 90612
Environmental Services	ENVIRONMENTAL SERVICES SENIOR SCALE CLERK	102	$ 33,072.00	$ 51,261.60	90614
Environmental Services	OFFICE MANAGER II	102	$ 33,072.00	$ 51,261.60	90617
Environmental Services	ENVIRONMENTAL SERVICES EQUIPMENT OPERATOR I	101	$ 31,200.00	$ 48,360.00	94009
Environmental Services	ENVIRONMENTAL SERVICES SCALE OPERATOR	101	$ 31,200.00	$ 48,360.00	90608, 90610
Facilities Maintenance	FACILITIES MAINTENANCE DIRECTOR	111	$ 55,874.45	$ 86,605.39	90901
Facilities Maintenance	FACILITIES MAINTENANCE SUPERVISOR	106	$ 41,752.64	$ 64,716.59	90902
Facilities Maintenance	FACILITIES MAINTENANCE SPECIALIST III	105	$ 39,389.28	$ 61,053.39	90915
Facilities Maintenance	FACILITIES MAINTENANCE SPECIALIST II	103	$ 35,056.32	$ 54,337.30	90134
Facilities Maintenance	FACILITIES MAINTENANCE SPECIALIST I	101	$ 31,200.00	$ 48,360.00	90133
Human Resources	HR DIRECTOR	113	$ 62,780.53	$ 97,309.82	90424
Human Resources	HR SPECIALIST	102	$ 33,072.00	$ 51,261.60	92105
Information Systems	IT SYSTEMS COORDINATOR	111	$ 55,874.45	$ 86,605.39	90126
Legal	ADMINISTRATIVE LEGAL SECRETARY	101	$ 31,200.00	$ 48,360.00	90802
Library	LIBRARY DIRECTOR	110	$ 52,711.74	$ 81,703.20	90425
Library	LIBRARY MANAGER	105	$ 39,389.28	$ 61,053.39	90410
Library	LIBRARY PROGRAM MANAGER	104	$ 37,159.70	$ 57,597.53	90403
Library	CHILDREN'S LIBRARY MANAGER	103	$ 35,056.32	$ 54,337.30	90416
Library	CHILDREN'S LIBRARY MANAGER P/T	103	$ 35,056.32	$ 54,337.30	90428
Library	COMMUNITY ENGAGEMENT SPECIALIST	103	$ 35,056.32	$ 54,337.30	90429
Library	LIBRARY TECHNICIAN II P/T	102	$ 33,072.00	$ 51,261.60	90426, 90427
Parks & Recreation	PARKS AND RECREATION DIRECTOR	110	$ 52,711.74	$ 81,703.20	91401
Parks & Recreation	PARKS MAINTENANCE TECHNICIAN IV	104	$ 37,159.70	$ 57,597.53	91409, 91440, 91441
Parks & Recreation	PARKS MAINTENANCE TECHNICIAN III	103	$ 35,056.32	$ 54,337.30	91438
Parks & Recreation	PARKS MAINTENANCE TECHNICIAN II	102	$ 33,072.00	$ 51,261.60	91338, 91407, 91437
Parks & Recreation	OFFICE MANAGER II	102	$ 33,072.00	$ 51,261.60	91412
Parks & Recreation	PARKS MAINTENANCE CARETAKER	101	$ 31,200.00	$ 48,360.00	91402, 91430
Parks & Recreation	PARKS MAINTENANCE TECHNICIAN I	101	$ 31,200.00	$ 48,360.00	91414, 91415

Department	Position Title	Grade	Minimum	Maximum	Position Number
Probation	PROBATION & PRETRIAL SERVICES MANAGER	110	$ 52,711.74	$ 81,703.20	90413
Probation	PROBATION & PRETRIAL OFFICER	103	$ 35,056.32	$ 54,337.30	90405, 90411
Probation	PROBATION COURT LIASON	101	$ 31,200.00	$ 48,360.00	90417
Public Safety	PUBLIC SAFETY DIRECTOR	117	$ 83,830.51	$ 129,937.29	91001
Public Safety	BATTALION CHIEF	FF9	$ 73,577.50	$ 117,724.01	91027, 91028, 91029
Public Safety	DEPUTY FIRE CHIEF	113	$ 62,780.53	$ 97,309.82	91060
Public Safety	SPECIAL PROJECT LIEUTENANT	FF6	$ 60,296.43	$ 96,474.29	91080
Public Safety	EMS TRAINING LIEUTENANT/PART TIME	FF6	$ 60,296.43	$ 96,474.29	91078
Public Safety	FIRE TRAINING LIEUTENANT (P/T)	FF6	$ 60,296.43	$ 96,474.29	91079
Public Safety	TRAINING CAPTAIN	112	$ 59,226.92	$ 91,801.72	91054
Public Safety	LIEUTENANT	FF5	$ 61,987.74	$ 99,180.38	91032, 91033, 91055, 91068, 91069, 91067, 91071, 91072, 91073
Public Safety	FIRE & LIFE SAFETY INSPECTOR	109	$ 49,728.06	$ 77,078.49	91006
Public Safety	FIREFIGHTER PARAMEDIC	FF3	$ 56,224.90	$ 89,959.84	91008, 91009, 91011, 91013, 91015, 91019, 91020, 91023, 91036, 91038, 91039, 91041, 91042, 91047, 91048, 91049, 91051, 91053, 91058, 91061, 91062, 91074
Public Safety	ENGINEER /PARAMEDIC	FF3	$ 56,224.90	$ 89,959.84	91016, 91017, 91037, 91043, 91044, 91046, 91050
Public Safety	FF PROVISIONAL PARAMEDIC	FF2	$ 51,757.89	$ 82,812.62	91010, 91034, 91035, 91045, 91053, 91064, 91075, 91076
Public Safety	ENGINEER / EMT	FF2	$ 51,757.89	$ 82,812.62	91014
Public Safety	FIREFIGHTER EMT	FF1	$ 43,680.00	$ 65,520.00	91026, 91046, 91065
Public Safety	PUBLIC SAFETY COORDINATOR	105	$ 39,389.28	$ 61,053.39	91066
Public Safety	PUBLIC SAFETY FLEET MECHANIC / MANAGER	104	$ 37,159.70	$ 57,597.53	91077
Public Safety	ADMINISTRATIVE ASSISTANT	101	$ 31,200.00	$ 48,360.00	91059
Road & Bridge	PUBLIC WORKS DIRECTOR	115	$ 71,871.15	$ 111,400.28	91200
Road & Bridge	OFFICE MANAGER III	105	$ 39,389.28	$ 61,053.39	91274
Road & Bridge	CREW LEADER	104	$ 37,159.70	$ 57,597.53	91215, 91226, 91255
Road & Bridge	MECHANIC CREW LEADER	104	$ 37,159.70	$ 57,597.53	91256
Road & Bridge	PUBLIC WORKER IV	103	$ 35,056.32	$ 54,337.30	91220, 91221, 91222, 91238, 91268
Road & Bridge	MECHANIC	102	$ 33,072.00	$ 51,261.60	91241, 91263, 91264

Department	Position Title	Grade	Minimum	Maximum	Position Number
Road & Bridge	PUBLIC WORKER III - BOOM MOWER SUPERVISOR	102	$ 33,072.00	$ 51,261.60	91204, 91217, 91225, 91227, 91237, 91254, 91257, 91265, 91266, 91270, 91275, 91276, 91277, 91278
Road & Bridge	PUBLIC WORKER II	101	$ 31,200.00	$ 48,360.00	91206, 91207, 91212, 91214, 91267, 91272
Road & Bridge	SURVEY TECHNICIAN	101	$ 31,200.00	$ 48,360.00	91269
Road & Bridge	ADMINISTRATIVE ASSISTANT	101	$ 31,200.00	$ 48,360.00	91252
Social Services	SOCIAL SERVICES DIRECTOR	111	$ 55,874.45	$ 86,605.39	91607
Social Services	SOCIAL SERVICES SPECIALIST	102	$ 33,072.00	$ 51,261.60	92104
Social Services	ADMINISTRATIVE ASSISTANT	101	$ 31,200.00	$ 48,360.00	91608
Turner Center	TURNER CENTER DIRECTOR	110	$ 52,711.74	$ 81,703.20	90390
Turner Center	EVENT MANAGER	106	$ 41,752.64	$ 64,716.59	90305
Turner Center	FACILITIES MAINTENANCE/OPERATIONS SPECIALIST II	102	$ 33,072.00	$ 51,261.60	90392
Turner Center	FACILITIES MAINTENANCE/OPERATIONS SPECIALIST I	101	$ 31,200.00	$ 48,360.00	95001, 95002
Turner Center	EVENT SUPPORT STAFF	101	$ 31,200.00	$ 48,360.00	903 - -
Utilities	UTILITIES DIRECTOR	115	$ 71,871.15	$ 111,400.28	91301
Utilities	FACILITIES SUPERINTENDENT	111	$ 55,874.45	$ 86,605.39	91324
Utilities	TREATMENT PLANT OPERATOR II	110	$ 52,711.74	$ 81,703.20	91309
Utilities	WATER SYSTEMS OPERATIONS SUPERVISOR	110	$ 52,711.74	$ 81,703.20	91325
Utilities	TREATMENT PLANT OPERATOR I	109	$ 49,728.06	$ 77,078.49	91322
Utilities	OFFICE MANAGER III	105	$ 39,389.28	$ 61,053.39	91303
Utilities	UTILITIES ADMINISTRATIVE COORDINATOR	105	$ 39,389.28	$ 61,053.39	91323
Utilities	UTILITIES MAINTENANCE MECHANIC	103	$ 35,056.32	$ 54,337.30	91332
Utilities	UTILITIES MAINTENANCE TECHNICIAN II	102	$ 33,072.00	$ 51,261.60	91308
Utilities	UTILITIES SYSTEM TECHNICIAN	102	$ 33,072.00	$ 51,261.60	91328
Utilities	UTILITIES FIELD SERVICE TECHNICIAN	101	$ 31,200.00	$ 48,360.00	91342
Utilities	UTILITIES MAINTENANCE TECHNICIAN I	101	$ 31,200.00	$ 48,360.00	91333
Utilities	ADMINISTRATIVE ASSISTANT	101	$ 31,200.00	$ 48,360.00	91340
Utilities	DUAL TREATMENT PLANT OPERATOR (P/T)	101	$ 31,200.00	$ 48,360.00	91343
Utilities	WW TREATMENT PLANT OPERATOR (P/T)	101	$ 31,200.00	$ 48,360.00	913 - -
Veteran Services	VETERANS SERVICE OFFICER	101	$ 31,200.00	$ 48,360.00	92201

AMENDED CLASSIFICATION AND PAY PLAN APPROVED BY THE BOARD
OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA ON THE 10TH DAY OF JUNE 2025.

_____
Chairman

ATTEST:

_____
Mandy Hines, County Administrator

DESOTOBOCC.COM
DESOTO COUNTY, FLORIDA

JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Event Manager

Department: **Turner Center**

Pay Grade: **106 ($41,752.64 - $64,716.59)**

FLSA Status: **Non-Exempt**

GENERAL DESCRIPTION:

Responsible for all aspects of events. Duties include meeting with clients to determine the needs of required services necessary for a successful event, preparing event outlines for staff, providing clear, concise, and timely communication of directives to other departments as well as other duties as assigned. This position requires ability to handle customer service issues while acting as floor manager during events. Job duties may vary as circumstances require. Work is performed under the direction of the Turner Center Director.

ESSENTIAL JOB FUNCTIONS:

1. Establish and maintain contact with prospective clients. Meet with clients to agree upon specific schedules and requirements for each scheduled event through conclusion of the event.
2. Determine staffing levels and provide cost estimates for events.
3. Provide information concerning event requirements to assigned personnel.
4. Greet the public and answer various questions concerning events, tickets and rentals.
5. Handle customer service issues regarding events.
6. Able to work nights or weekends when required for events.
7. On occasion may unload concession supplies, help set-up tables and chairs, provide or perform food runs, and distribute event materials throughout the County.
8. File Sales Tax with the State of Florida
9. Order supplies, food and alcohol.
10. Direct daily activities of event staff and maintenance staff.
11. Performs other duties as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of and experience with computer programs included Excel, word, Incode.
- Knowledge of cash handling control procedures.

- Knowledge of meeting and event planning
- Concession stand operations; following food safety guidelines.
- Knowledge of web design and graphic design to make flyers and promotional publications for upcoming events at the center.
- Ability to work under pressure in a fast-paced environment, recognizing problems and finding solutions.
- Demonstrated ability to effectively and courteously interact with a large and diverse customer base.
- Ability to work nights, weekends, and holidays as required by event schedule.
- Excellent written and verbal skills.

EDUCATION AND EXPERIENCE:

Graduation from an accredited college or university with a Bachelor's Degree in Business, Sports Management or a closely related field. Two (2) years' experience in facility/event management. A comparable amount of training, education, or experience can be substituted for the minimum qualifications.

Special Qualifications:

Possession of a valid Florida Driver's License. Ability to obtain food safety license.

ESSENTIAL PHYSICAL SKILLS:

Employee must have acceptable eyesight, hearing and the ability to communicate both orally and in writing. Must have the ability to access, input, and retrieve information from a computer, enter data at a prescribed rate of speech, ability to sit at a desk and view a display screen for extended periods of time. Employee must be able to walk, stand, bend, stoop and drive. Ability to lift tables, chairs and other pieces of equipment.

ENVIRONMENTAL CONDITIONS:

Work is performed inside in an office environment; however, circumstances may require work out of doors in various weather conditions.

THIS IS A DISASTER ESSENTIAL POSITION.

DeSoto County is an Equal Opportunity Employer. It is the policy of the County to administer its employment practices without regard to race, color, creed, religion, national origin, ethnicity, age, gender, pregnancy, marital status, veteran status or disability. This policy applies to all employment practices and personnel actions including, but not limited to, recruitment, screening, selection, hiring, training and development, determinations of pay and benefits, evaluation, scheduling, job assignments, promotion, transfer, demotion, layoff, discipline and dismissal.

The County complies with all applicable federal, state and local laws mandating equal employment opportunity practices and prohibiting impermissible discrimination. The County will not tolerate any discrimination based upon an individual's race, color, creed, religion, national origin, ethnicity, age, gender, pregnancy, marital status, veteran status or disability.

Updated: 5/2025

DeSoto County

6/10/2025

Item #: 6.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 9:00 am
☐ Public Hearing Agreement

DEPARTMENT: Administration
SUBMITTED BY: **Peggy Waters**
PRESENTED BY: **Peggy Waters**

TITLE & DESCRIPTION:
Contract Award Amendment/Securitecture, LLC.

REQUESTED MOTION:
To approve the Amendment for the Agreement with Securitecture, LLC extending the Agreement as presented.

SUMMARY:
This amendment is requested to extend the agreement with Securitecture, LLC regarding time for performance of services from June 15, 2025 to July 30, 2025. The scope of work remains unchanged. A new timeline has been provided.

BACKGROUND:
The County made a legislative request for funding, from the Florida Department of Law Enforcement, to complete a conceptual design of a new jail facility. Securitecture, LLC was selected for the Jail and Administrative Complex conceptual design and provide a cost estimate.

FUNDS:
Budget Amount: **N/A**
Actual Agenda Item Cost: **N/A**
Account Number: **N/A**
Explanation: **Time extension only**

DESOTO COUNTY
CONTRACT FOR
JAIL & ADMINISTRATIVE COMPLEX CONCEPTUAL DESIGN & COST ESTIMATE
Proposal No. 25-07-00RFP

THIS AGREEMENT is made this 22 day of APRIL, 2025, 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 **SECURITECTURE, LLC,** a Corporation, authorized to do business in the State of Florida, hereinafter referred to as ("CONSULTANT"), whose address is 7381 East 209th Street, Noblesville, Indiana 46062.

WHEREAS, the COUNTY has determined that it is necessary, expedient, and in the best interest of the COUNTY to retain a consultant to perform Conceptual Design and Cost Estimate services related to the replacement and construction of DeSoto County Jail and Administrative Complex ("Services"); and

WHEREAS, the COUNTY is the recipient of a Grant Award with the Florida Department of Law Enforcement (Grant Award No. TJ001) to fund the aforementioned Services on a reimbursement basis, and entered into a financial assistance agreement related to same ("State Grant Award Agreement"); and

WHEREAS, CONSULTANT desires to render the Services as more particularly described in the Scope of Services as set forth in **25-07-00RFP**, attached hereto as Exhibit "A," and CONSULTANT has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, through a competitive selection process conducted in accordance with the requirements of Florida law and County policy, the COUNTY has determined that it to be in the best interest of the COUNTY to award an Agreement to the CONSULTANT for the rendering of those services described in Exhibit "A"; and

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby agreed to between the COUNTY and the CONSULTANT.

I. INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT:

The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Contract Documents which

comprise this Agreement between the COUNTY and the CONSULTANT are attached hereto, made a part hereof and consist of the following:

A. This Agreement;

B. Scope of Services attached hereto as Exhibit "A";

C. General and Special Conditions attached hereto as Exhibit "B";

D. CONSULTANT'S Proposal, inclusive of all Forms, Time Schedule, and Fee Schedule attached hereto as Exhibit "C".

(collectively "Contract Documents")

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

II. <u>DEFINITIONS:</u> The following terms shall have the meanings expressed below unless otherwise indicated.

Acceptance: Approval by the COUNTY of the Services as being fully complete in accordance with the Agreement and its attached Scope of Services.

Administrative Agent: An authorized representative of the COUNTY assigned to observe the Work performed and materials furnished by the CONSULTANT or such other person as may be appointed by the COUNTY as its representative in the Project.

Agreement: This Agreement between COUNTY and the CONSULTANT.

Addenda: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Scope of Services, including drawings and specifications, by additions, deletions, clarifications or corrections to the Scope of Services.

Application of Payment: The form furnished by the CONSULTANT to request progress payments and an affidavit of the CONSULTANT that progress payments theretofore received from the COUNTY on account of the Services has been applied by the CONSULTANT to discharge in full all of the CONSULTANT'S obligations stated in prior Applications for Payment.

Approval: Acceptance by the COUNTY as satisfactory.

Change Order: A written order to the CONSULTANT signed by the COUNTY authorizing an addition, deletion or revision in the Services, or an adjustment in the Agreement fee or the Time for performance.

CONSULTANT: The person, firm or corporation with whom the COUNTY has executed this Agreement.

Contracting Officer: The COUNTY or the individual who is authorized to sign the Agreement on behalf of the COUNTY'S governing body.

County: DeSoto County, Florida.

Day: A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Modification: A written amendment to the Agreement signed by both parties; a Change Order; a written clarification or interpretation issued by the COUNTY; or a written order for a minor change or alteration in the Scope issued by the COUNTY.

Price: The fee payable to the CONSULTANT under the Agreement.

Project: The entire Scope of Services to be performed as provided.

Services: Work as defined by the Administrative Agent or Development Department. The term "Project" includes the entire Scope of Services.

Time: The number of calendar days stated in the Project commencement for the completion of Services.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the Scope assigned to or undertaken by the CONSULTANT(S) under the Scope of Services, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: All written notices, demands, instruction, claims, approvals, and disapprovals required to obtain compliance with Service requirements, whether delivered in person or to the CONSULTANT'S authorized agent. Unless otherwise provided, notice to the COUNTY shall be to the Authorized Administrative Agent.

III. CONSULTANT SERVICES; TIME FOR PERFORMANCE:

CONSULTANT agrees to diligently and timely perform professional engineering and architectural services for the COUNTY as more particularly described in the Scope of Services set forth in Exhibit "A".

This Agreement shall commence immediately upon execution by both the COUNTY and the CONSULTANT. The CONSULTANT shall complete the entire Project no later than June 15, 2025, in accordance with the Project Phases and Timeline set forth

in Exhibit "C".

IV. **RESPONSIBILITIES OF THE CONSULTANT:**

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

B. CONSULTANT shall furnish all labor, supervision, equipment and materials for the Service. If the CONSULTANT is comprised of more than one legal entity, each entity shall be jointly responsible for the performance of this Agreement.

C. The CONSULTANT covenants and agrees that it and its sub-CONSULTANTs, if any, and its employees shall be bound by the Standards of Conduct, Chapter 112, Florida Statutes as it relates to Work performed under this Agreement. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the services performed.

D. Prior to entering into this Agreement, the CONSULTANT shall file a sworn statement with the COUNTY as described for Public Entity Crimes of the Florida Statutes, Chapter 287.133, and the CONSULTANT shall thereafter comply with Florida Statutes concerning such activities.

E. The CONSULTANT shall comply with and contractually require its sub-CONSULTANTs to comply with all federal, state, and local laws, regulations and ordinances applicable to the Work or payment for Work and shall not discriminate on the grounds of race, color, religion, marital status, sex, or national origin in the performance of Work under this Agreement.

F. The CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the CONSULTANT'S

offices for the purpose of inspection, audit, and copying during normal business hours by the COUNTY, or any of its authorized representatives. Such records shall be retained for a minimum of five-(5) years after completion of the services or as required by Chapter 119, Florida Statutes.

G. CONSULTANT further represents and warrants that all previous representation and statements made in the Proposal Forms attached to its response to Proposal 25-07-00RFP are accurate to the best of CONSULTANT'S knowledge and reaffirms its attestations and the information contained in those documents herein.

H. CONSULTANT represents and warrants that all state and federal licenses required to complete the Scope of Services shall be obtained by the CONSULTANT prior to commencement of any Work.

I. CONSULTANT shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Scope of Services. The CONSULTANT shall take all necessary precautions to insure the safety of persons, the environment, and its work product.

V. OBLIGATIONS OF COUNTY:

A. The COUNTY will designate an Administrative Agent to act on behalf of the COUNTY with respect to the Scope of Services and whose role is to monitor day-to-day activities and ensure all requirements are met and do all things necessary to properly administer the terms and conditions of this Agreement. The responsibility of the COUNTY'S Administrative Agent shall include:

1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the CONSULTANT, rendered in writing, and to make any necessary decisions within a reasonable time.

2. Transmission of instructions, receipt of information, interpretation and definition of COUNTY policies and decisions with respect to design, materials, and other matters pertinent to the Work covered

by this Agreement.

3. Review for approval or rejection of all of the CONSULTANT'S documents and payment requests in accordance with the terms of the Contract Documents.

4. Returning items delivered by the CONSULTANT, which are not conforming to the Scope of Services, at the CONSULTANT'S expense and risk of increase in cost for items not delivered as specified.

B. The COUNTY shall, upon request, furnish the CONSULTANT with all existing data, plans, studies and other information in the COUNTY'S possession which may be useful in connection with the Scope of Services, all of which shall be and remain the property of the COUNTY and shall be returned to the COUNTY'S Administrative Agent upon completion of the Services to be performed by the CONSULTANT.

C. The COUNTY'S Administrative Agent shall conduct periodic reviews of the Work of the CONSULTANT necessary for the completion of the CONSULTANT'S Services during the period of this Agreement and may make other COUNTY personnel available, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the COUNTY.

VI. COMPENSATION AND PAYMENT OF CONSULTANT:

In consideration of the Services performed by the CONSULTANT as set forth in Exhibit "A" and the Contract Documents, the COUNTY agrees to pay the CONSULTANT a lump sum fee not to exceed **FORTY-SEVEN THOUSAND DOLLARS ($47,000.00),** payable as follows:

FEE COST SCHEDULE	
1. Phase 1: Pre-Project	$3,000.00
2. Phase 2: Step 1 Pre-Charette	$5,000.00
2. Phase 2: Step 2 Charette	$10,000.00
4. Phase 2: Step 3 Post-Charette	$8,000.00
5. Phase 2: Step 4 Conceptual Design	$16,000.00
6. Final Report and Presentation	$5,000.00
Total Professional Fee	**$47,000.00**

This total amount shall include all profit, direct and indirect labor costs, personnel-related costs, overhead and administrative costs, travel-related out-of-pocket expenses, and all other costs necessary to provide the Services outlined in this Agreement.

There shall be no reimbursable expenses associated with this Agreement except for expenses approved in advance by the County Administrator in writing. When reimbursable expenses are pre-approved by the County Administrator, the COUNTY will require a detailed breakdown of said expenses which shall be submitted with each invoice. The Expenditure Report associated with reimbursable expenses shall include: Payee, Description, Period of Service, Amount, and Invoice Number. All invoices for which these expenditure reimbursements are requested must include this report before payment can be processed. All reimbursement requests must be accompanied by sufficient documentation to support payment to the County's satisfaction.

The COUNTY'S performance and obligation to pay under this Agreement is contingent upon an appropriation by the DeSoto County Board of County Commissioners.

A. **METHOD OF PAYMENT**

1. CONSULTANT shall prepare and submit to the COUNTY'S Administrative Agent for approval, invoices for the Services rendered under this Agreement. Payment shall be issued by the COUNTY'S Finance Department in accordance with the Florida Prompt Payment Act, found in Part VII, Ch. 218 of the Florida Statutes. 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 for failure to perform the Work in accordance with the provisions of this Agreement. The COUNTY shall promptly notify the CONSULTANT if any invoice or report is found to be unacceptable, specifying the reasons.

2. For Services that were partially completed, progress payments shall be paid monthly in proportion to the percentage of completed Work on those specific services approved in writing by the COUNTY'S Administrative Agent.

VII. **INDEMNIFICATION; LIABILITY OF CONSULTANT:**

CONSULTANT 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. Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

VIII. **INSURANCE:**

A. Before performing any Services, the CONSULTANT shall procure and maintain, during the life of the Agreement, unless otherwise specified the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to the COUNTY and placed with insurance carriers approved and licensed by the Florida Insurance Department and meet a minimum financial AM Best and Company rating of no less than "Excellent": VII. No changes are to be made to these specifications without prior written specific approval by the COUNTY'S Risk Manager.

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:

CONSULTANT 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:

CONSULTANT 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.

PROFESSIONAL LIABILITY:

CONSULTANT shall maintain professional liability errors and omissions coverage with limits of not less than $1,000,000 for professional services rendered in accordance with this Agreement. The CONSULTANT shall maintain such insurance for at least two (2) years from the termination of this Agreement and during this two (2) year period the CONSULTANT shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the Agreement, the CONSULTANT shall notify County Risk Management within thirty (30) days of the change.

EVIDENCE OF INSURANCE:

The CONSULTANT shall furnish the COUNTY with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The COUNTY is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of this Agreement, 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. **POLICY FORM:**

1. All policies, required by this Agreement, with the exception of Professional Liability and Workers Compensation, or unless specific approval is given by the County's Risk Manager are to be written on an occurrence basis, shall name DeSoto County, its Commissioners, Officers, Agents, Employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Professional Liability and Worker Compensation, agree to waive all rights of subrogation against DeSoto County, its Commissioners, Officers, Agents, Employees and Volunteers.
2. Insurance required in this Agreement shall be provided by or in behalf of all sub-CONSULTANTs to cover their operations performed under this Agreement. The CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-CONSULTANTs.
3. Each insurance policy required by this Agreement shall:
   a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
   b. Be endorsed to state that coverage shall not be suspended,

voided or canceled by either party except after thirty (30) calendar days prior written notice by Certified Mail, Return Receipt requested has been given to County Risk Management.

4. The COUNTY shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit the CONSULTANT'S liability nor fulfill the indemnification provisions and requirements of this Agreement.
6. The CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the COUNTY is an insured under the policy.
7. Claims made policies will be accepted for professional as are authorized by County Risk Management. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two-(2). If provided as an option, the CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
8. Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Agreement, as well as the Agreement number and description of Work, are to be furnished to the County's Risk Manager (201 East Oak Street, Suite 201, Arcadia, FL 34266) prior to commencement of Work AND a minimum of thirty (30) calendar days prior to expiration of the Insurance Contract when applicable. All insurance certificates shall be received by County Risk Management before the CONSULTANT will be allowed to commence or continue work.

9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement, shall be provided to the CONSULTANT'S insurance company and County Risk Management as soon as practicable after notice to the insured.

IX. OWNERSHIP AND USE OF DOCUMENTS:

The documents, or reproducible copies, including reports, designs, specifications, notebooks, tracings, photographs, negatives, findings, data, memoranda and other documents developed by the CONSULTANT in connection with its Services shall be delivered to, and shall become the shared property of the COUNTY and CONSULTANT as they are received by the COUNTY. The CONSULTANT hereby shares all its copyright and other proprietary interests in the products of this Agreement to the COUNTY. Notwithstanding the foregoing, in no event shall the Consultant use, or permit to be used, any of the documents without the COUNTY's prior written authorization. The CONSULTANT acknowledges and understands that in the State of Florida, building plans, blueprints, schematic drawings, and diagrams of specified facilities and structures owned or operated by governmental agencies are exempt from public inspection and copying under Florida Statute 119.07(3)(ee). This exemption, which also includes draft, preliminary, and final formats, is intended to ensure public safety and the security of government infrastructure.

X. TIMELY PERFORMANCE OF CONSULTANTS PERSONNEL:

The timely performance and completion of the required services is vitally important to the interest of the COUNTY. The CONSULTANT shall assign a Project Manager, together with such other personnel as are necessary to assure faithful prosecution and timely delivery of Services pursuant to the requirements of this Agreement. The personnel assigned by the CONSULTANT to perform the Services of this Agreement, shall comply with the information presented in the Professional Services Response Proposal attached hereto as Exhibit "C". The CONSULTANT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the CONSULTANT'S key personnel must receive the County Administrative Agent's written approval before said changes or substitution can become effective.

A. The Services to be rendered by the CONSULTANT shall commence immediately upon execution by both the COUNTY and the CONSULTANT. The CONSULTANT shall complete the entire Project no later than June 15, 2025, in accordance with the Project Phases and Timeline set forth in Exhibit "C".

B. The CONSULTANT specifically agrees that all Work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth by the COUNTY, subject only to delays caused through no fault of the CONSULTANT or the COUNTY. Time is of the essence in the performance of this Agreement. The CONSULTANT shall not be entitled to any claim for damages including loss of profits, loss of use, overhead expenses, equipment rental, etc. because of hindrances or delays for any cause whatsoever, whether or not occasioned by an act of God, or by any act or omission on the part of the COUNTY. COUNTY'S agents or governmental agencies having jurisdiction which hinder or delay may entitle the CONSULTANT to an extension of time in which to complete the Work, which shall be determined by the COUNTY, provided that the CONSULTANT will give written notice within two weeks as provided herein of the cause of such act, hindrance or delay. An extension of Time shall be the CONSULTANT'S sole and exclusive remedy for all claims for delay, including delays attributable to breach of the Agreement or tort. However, the time shall not be extended past the completion date stipulated in any grant agreement executed by the COUNTY. If any emergency or natural disaster causes delay or interference with the use or delivery of the Services, the COUNTY reserves the right to secure from other sources any Services during any suspension of delivery.

C. The CONSULTANT agrees to provide to the COUNTY monthly written progress reports concerning the status of the Project if requested. The COUNTY may determine the format for this progress report. The COUNTY shall be entitled at all times to be advised at its request, and in writing, as to the status of Work performed by the CONSULTANT. The

CONSULTANT, upon request, will include a Project Schedule update with all written progress reports.

D. In the event unreasonable delays occur on the part of the COUNTY or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the CONSULTANT which delay the Project Schedule completion date, the COUNTY shall not unreasonably withhold the granting of an extension of the Project Time limitation equal to the aforementioned delay.

XI. PERSONAL SERVICES; ASSIGNMENT:

The Work and Services provided for herein shall be performed by the CONSULTANT, and no other person shall be engaged upon such Work or Services by the CONSULTANT except upon the written approval of the COUNTY, provided, however that this provision shall not apply to secretarial, clerical or other similar incidental services needed to assist the CONSULTANT in performance of this Agreement. The CONSULTANT shall not hire DeSoto County Board of County Commissioners' employees to perform any portion of the Work or Services provided for herein. Neither this Agreement nor any interest or claims hereunder shall be assigned or transferred by the CONSULTANT to any party or parties, except with the written consent of the COUNTY.

CONSULTANT agrees that 100% of the dollar value of the Work, excluding printing or other similar ancillary services, shall be performed by the CONSULTANT.

XII. TERMINATION FOR DEFAULT:

The COUNTY shall be the sole judge of nonperformance, which shall include any failure on the part of the CONSULTANT 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 CONSULTANT to meet any term of this Agreement or related Contract Documents, the COUNTY will notify the CONSULTANT, providing three (3) days (weekends and holidays excluded) to advise the COUNTY of its plan for corrective action to remedy the default. The corrective action plan must be accepted by the COUNTY. Failure on the CONSULTANT'S part to correct the default within the approved time period shall result in the Agreement being terminated and the COUNTY notifying in writing the

CONSULTANT of the effective date of the termination. The following shall constitute an act of default:

1. Failure to perform the Work required under the Agreement and/or within the time required or failing to use the sub-CONSULTANTs, entities, and personnel as identified and set forth, and to the degree specified in the Agreement.
2. Failure to begin the Work under this Agreement within the time specified.
3. Failure to perform the Work with sufficient workers to ensure timely completion.
4. Neglecting or refusing to correct Work where prior work has been rejected as nonconforming with the terms of the Agreement.
5. 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.
6. Failure to comply with any of the terms of the Agreement.
7. Failure to pay sub-CONSULTANTs or others pursuant to Work done under this Agreement.

In the event of default, the CONSULTANT 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 CONSULTANT in connection with this Agreement will be the property of the COUNTY.

The COUNTY shall authorize payment to the CONSULTANT, the costs and expenses for Work performed by the CONSULTANT prior to receipt of the Notice of Termination; however, the COUNTY may withhold from amounts due the CONSULTANT such sums as the Administrative Services Director deems to be necessary to protect the COUNTY against loss caused by the CONSULTANT because of the default.

If, after Notice of Termination of the CONSULTANT's right to proceed under the provisions of this clause, it is determined for any reason that the CONSULTANT was not in default under the provisions of the Agreement, the County may at its option, agree to

reinstate the Agreement allowing for project completion.

Neither the COUNTY nor the 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 non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

Neither party shall, however be excused from performance if non-performance is due to forces, which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing 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 incontrollable forces preventing continued performance of the obligations under this Agreement.

In addition to termination, if during the term of the Agreement, the CONSULTANT should refuse or otherwise fail to perform any of its obligations under the Agreement, the COUNTY reserves the right to: 1) obtain the services from another CONSULTANT, and/or 2) suspend the CONSULTANT from submitting future proposals for a period of twenty-four (24) months on other COUNTY Solicitations or Requests for Proposals. In the event the COUNTY has not terminated the Agreement and there remains a dispute with the CONSULTANT, the CONSULTANT agrees at the COUNTY'S request to continue to operate and perform under the terms of the Agreement while such dispute is pending and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of the suit by the COUNTY unless otherwise requested by the COUNTY.

XIII. TERMINATION FOR CONVENIENCE:

A. The COUNTY reserves the right to cancel this Agreement by written notice to the CONSULTANT effective the date specified in the notice, for any of

the following reasons:

1. The COUNTY has determined that such cancellation will be in the best interest of the COUNTY to cancel the Agreement for its own convenience.
2. 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 CONSULTANT specifying the reason for the Agreement termination and when termination becomes effective.

The CONSULTANT shall incur no further obligations in connection with the terminated Work and on the date set in the Notice of Termination the CONSULTANT will stop Work to the extent specified.

The COUNTY shall pay the CONSULTANT under following conditions:

1. All costs and expenses incurred by the CONSULTANT for Work accepted by the COUNTY prior to the CONSULTANT'S receipt of the Notice of Termination.
2. Anticipatory profit for Work and Services not performed by the CONSULTANT shall not be allowed.

XIV. NO CONTINGENCY FEE.

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 a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the CONSULTANT violates this provision, the COUNTY shall have the right to terminate this Agreement without liability, and at its sole discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

XV. SCRUTINIZED COMPANY.

Pursuant to Section 287.135, Florida Statutes, CONSULTANT certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, in the event the Agreement is for one million dollars or more, CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and CONSULTANT further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, COUNTY may, at the option of the Board of County Commissioners, terminate this Agreement if CONSULTANT is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

XVI. STATE GRANT AWARD AGREEMENT

The CONSULTANT agrees and understands that this Agreement is being funded in part or in whole by the State Grant Award Agreement, and is subject to certain terms and conditions related thereto. Pursuant to the State Grant Award Agreement, the COUNTY is required to include certain terms and conditions on any subcontracts or vendor agreements, such as this Agreement, that shall be binding upon the CONSULTANT. Therefore, the CONSULTANT hereby agrees to the following:

(i) the CONSULTANT is bound by all applicable state and federal laws and Regulations;

(ii) the CONSULTANT shall hold the State of Florida Department of Law Enforcement and the COUNTY harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law;

(iii) the CONSULTANT may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits,

restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information; and

(iv) the CONSULTANT agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status.

XVII. MISCELLANEOUS.

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any material change in the Scope of Services or any increase in the compensation for the services, the Board of County Commissioners for the COUNTY and the duly authorized representative for the CONSULTANT shall agree in writing to this change. All changes shall be in accordance with the requirements of the DeSoto County Procurement Policy.

B. Any reference to a specific chapter of the Florida Statutes in this Agreement shall incorporate that law by reference and made a part of this Agreement.

C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Florida and the venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in DeSoto County, Florida. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the

remaining provisions of this Agreement shall be valid and binding on each party.

D. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

E. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if personally delivered or sent by the parties via United States certified mail, postage paid.

F. The CONSULTANT shall keep books, records, and accounts of all activities related to the performance of this Agreement in compliance with generally accepted accounting procedures. All document, papers, books, records, and accounts made or received by the CONSULTANT in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY.

G. It is possible that during the course of and subsequent to the termination of this Agreement, the CONSULTANT may desire to publish certain results of scientific, technical or general interest study originating under or existing by virtue of this Agreement in, or by means of journals, magazines, newspapers, radio broadcasts, or other media of communication. The CONSULTANT shall not, without the written approval of the COUNTY, disclose to others, publish or authorize anyone to publish any technical or confidential information acquired in the course of doing Work or rendering Services under this Agreement unless required by Chapter 119, Florida Statutes.

H. Captions and paragraphs are added for the mere convenience of the parties. Both parties have had an opportunity for legal review prior to signing this document. This Agreement shall not be construed more strictly against the party responsible for the primary drafting of the document.

l. In the event of litigation, attorney fees, shall be awarded to the prevailing party, including any and all attorney fees incurred by virtue of appellate review

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the 22 day of APRIL, 2025.

ATTEST:

By: Mandy Hines
Mandy Hines
County Administrator

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

By: J.C. Deriso
J.C. Deriso
Chairman

BoCC Approved: 4/22/2025

Approved as to form and
Legal sufficiency:

Valerie Vicente
County Attorney

Date: 4/22/2025

WITNESSES:

Kimberly J. Mack

SECURITECTURE, LLC

By:

Printed Name: JOSEPH M. MIRAIC

Title: PRESIDENT

DESOTO COUNTY
JAIL AND ADMINISTRATIVE COMPLEX CONCEPTUAL DESIGN AND COST ESTIMATE
SCOPE OF SERVICES
Solicitation #25-07-00RFP

1. INTRODUCTION

DeSoto County Board of County Commissioners is seeking proposals from qualified architectural and engineering firms (Consultants) to develop a conceptual design and cost estimate for the replacement of the County's outdated jail and administrative complex. This RFP is issued to procure services that will provide a comprehensive conceptual design, including a cost estimate for the proposed replacement facility, considering all necessary requirements and future construction phases.

The conceptual design and cost estimate will guide the subsequent phases of the project, ensuring the new facility meets the operational needs of the County and complies with applicable regulations, as well as addressing critical ancillary factors such as parking, drainage, security, and more.

2. PROJECT OVERVIEW

DeSoto County's current jail and administrative complex is outdated and no longer meets the operational requirements of the County. The purpose of this project is to design a new jail and administrative facility to accommodate a 200-bed facility which will address current and future needs, enhance operational efficiency, and ensure compliance with state and federal regulations.

The Consultant shall develop a conceptual design and a cost estimate that will form the basis for future construction efforts, including, but not limited to:

- A modern 200 bed jail facility with appropriate security measures.
- Administrative office spaces that support the jail's operations and other County functions.
- Parking areas for staff, visitors, and inmates.
- Proper drainage systems to meet environmental and functional standards.
- Site layout planning that addresses ingress/egress and overall site utilization.
- Evaluation of environmental, safety, and security considerations.

3. SCOPE OF WORK

The Consultant selected for this project will be responsible for the following tasks:

a. Preliminary Site Analysis:

- Review of the existing jail and administrative complex to assess the current conditions and deficiencies.
- Identify potential site sizes needed for the new facility, accessibility, and potential for future expansion.

EXHIBIT A

- Identify necessary environmental considerations (e.g., wetlands, flood zones, etc.) for any potential sites needed for the new facility.

b. Conceptual Design Development:

- Development of a conceptual design for the new jail and administrative complex, including:
  - Floor plans and layouts for the 200-bed jail, administrative offices, common areas, and parking.
  - Design features that meet all security, operational, and regulatory standards.
  - Coordination with relevant County departments (e.g., Sheriff's Office, County Administration, Facilities Management).

c. Cost Estimation:

- Provide a cost estimate for the construction of the facility based on the conceptual design.
- Cost breakdowns should include estimates for construction, materials, site preparation, parking, drainage, utilities, and other associated costs.

d. Ancillary Factors Consideration:

- Design must incorporate parking facilities for staff, inmates, and visitors, ensuring adequate spaces are available and meet accessibility requirements.
- Consideration for any potential sites to have proper drainage systems, ensuring that stormwater management complies with state and local requirements.
- Review and recommendation for landscaping and external security measures (e.g., fences, lighting, etc.).

e. Final Report and Deliverables:

- Submission of final conceptual design, cost estimates, and any supporting documentation.
- Presentation of the design and cost estimate to DeSoto County Board of County Commissioners or their designated representatives.

4. PROPOSAL REQUIREMENTS

Interested firms must submit the following information as part of their proposal:

a. Firm Qualifications:

- Overview of the firm, including history, size, and experience in similar projects.
- Relevant licenses and certifications (e.g., Florida Registered Architect/Engineer).
- A list of key personnel, including their qualifications and experience.

b. Project Approach and Methodology:

- A detailed description of how the Consultant intends to approach the project, including proposed timelines and methods for design development and cost estimation.

- Examples of similar projects successfully completed by the firm, including the scope, size, and outcomes.

c. **Schedule:**
   - A proposed timeline for the completion of the conceptual design and cost estimate, including key milestones.

d. **Fee Proposal:**
   - A detailed cost proposal for the work, including hourly rates for key personnel, estimated hours for each task, and total cost.

e. **References:**
   - At least three (3) professional references from previous clients with similar projects.

5. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

- Experience and qualifications of the firm and project team.
- Approach and methodology for completing the conceptual design and cost estimate.
- Quality and relevance of past projects.
- Cost competitiveness and value for money.
- References from previous clients.

6. SUBMISSION INSTRUCTIONS

Proposals must be submitted no later than March 31, 2025, at 2:00PM. All proposals should be submitted in a sealed envelope clearly marked as follows:

RFP No. 25-07-00
DeSoto County Jail and Administrative Complex Conceptual Design and Cost Estimate

Mail or Deliver to:
Purchasing Department
DeSoto County Board of County Commissioners
201 East Oak Street, Suite 203
Arcadia, FL 34266

Please submit one (1) original proposal, clearly marked as 'Original', four (4) copies, and one (1) electronic copy on a flash drive. Late submissions will not be considered and will be returned unopened to the sender.

7. ADDITIONAL INFORMATION

For additional information, questions, or clarification regarding this RFP, please contact:

Cindy Talamantez, CPPO, CPPB
Purchasing Director, DeSoto County
863-993-4816
c.talamantez@desotobocc.com

8. RIGHTS RESERVED

DeSoto County reserves the right to reject any or all proposals, to negotiate with any respondent, and to waive any informalities in the RFP process. The County is not responsible for any costs incurred in the preparation of proposals.

9. TERMS AND CONDITIONS

By submitting a proposal, the respondent agrees to abide by the terms and conditions set forth in this RFP and acknowledges that the issuance of this RFP does not guarantee a contract will be awarded.

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GENERAL CONDITIONS

1. **ACCEPTANCE:** Items may be tested for compliance with the Scope of Services. Items delivered not conforming to the Scope of Services may be rejected and returned at the CONSULTANT's expense. Any increase in cost for items not delivered as specified in the solicitation may be charged against the CONSULTANT.

2. **AMENDMENTS:** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.

3. **APPLICABLE LAW:** The Agreement shall be governed in all respects by the laws of the State of Florida, and the policies of the DeSoto County Board of County Commissioners. Any litigation with respect thereto shall be brought in the Courts of the State of Florida.

4. **ASSIGNMENT:** The CONSULTANT 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. Assignment or transfer of the resulting Agreement without the written consent of the County may be construed by the County as a breach of contract sufficient to cancel this Agreement at the discretion of the County.

5. **AVAILABILITY OF FUNDING:** Award of this solicitation is contingent upon the availability of funding. Furthermore, during the Agreement period, if funding to finance all or part of the award resulting from this solicitation becomes unavailable, the County reserves the right to terminate such Agreement after providing the CONSULTANT no less than thirty (30) days written notice. The County shall be the final authority as to the determination of availability of funding. The County agrees to reimburse the CONSULTANT for any authorized goods or services provided prior to the CONSULTANT's receipt of the aforesaid termination notice.

6. **CONSULTANT OBLIGATIONS:** CONSULTANT agrees to perform and complete the Services described in the Solicitation in accordance with the requirements of this Agreement and attached Exhibits. CONSULTANT shall furnish all labor, supervision, equipment, and materials for the service. Experienced, qualified supervisors of the CONSULTANT are essential to the satisfactory performance of the Services. The County may consider a lack of competent, capable supervision as grounds to reject a proposal or terminate this Agreement. An experienced, qualified supervisor should have approximately two years of experience and one-year of supervisory experience doing the type of work requested in this solicitation. The County reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.

7. **COMPLETE AGREEMENT:** The parties agree that the conditions of purchase

EXHIBIT B

stated herein or attachments hereto set forth their entire Agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the County and CONSULTANT shall not constitute a part of the Agreement between the County and CONSULTANT concerning this service. The term "Agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

8. **COMPLIANCE:** A submission of a proposal shall constitute an incontrovertible representation by a Proposer that the Proposer has complied with every requirement herein, and that without exception, the proposal is premised upon performing the Services required by the Scope of Services with such means, methods, techniques, sequences, or procedures as may be indicated in or required by the Scope of Services, and that the Scope of Services are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the Services.

9. **COMPLIANCE WITH LAWS:** CONSULTANT represents and warrants that the performance of this solicitation and the furnishing of services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

10. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All Proposers must disclose with their Qualifications the name of any officer, director, or agent who is also an employee of DeSoto County. Further, all Proposers must disclose the name of any DeSoto County employee who owns, directly or indirectly, an interest of five percent (5%) or more of the proposer's firm or any of its branches.

11. **CONSULTANT'S OWN FORCES:** No more than Fifty percent (50%) of the dollar value of the total contract work may be accomplished by Sub-CONSULTANTs. The balance of the work must be accomplished by a successful proposer's own forces. Each Proposer must furnish with its Qualifications, a list of the items it proposes to subcontract, and the estimated cost of these items.

12. **DELAYS AND EXTENSION OF TIME:** The CONSULTANT shall not be entitled to any claim for damages, including loss of profits, loss of use, overhead expenses, equipment rental, etc., because of hindrances or delays for any cause whatsoever, but if occasioned by an act of God, or by any act or omission on the part of the County. County's agents or governmental agencies having jurisdiction, such act, hindrance or delay may entitle the CONSULTANT to an extension of time in which to complete the work, which shall be determined by the County, provided that the CONSULTANT will give written notice within two (2) weeks as provided herein of the cause of such act, hindrance, or delay. An extension of Contract Time shall

be the CONSULTANT's sole and exclusive remedy for all claims for delay, including delays attributable to a breach of Contract or Tort. However, the Contract Time will NOT be extended past the completion date stipulated in the County's Grant Agreement, if there is a Grant associated with the Work.

If any emergency or natural disaster causes a delay or interferes with the use or delivery of the services described in this solicitation, the County reserves the right to acquire from other sources any services during any suspension of delivery.

13. **DIRECT PURCHASE:** The County reserves the right, at the County's sole option, to utilize the Purchasing Department's direct purchasing ordering system. Direct purchase orders may be issued for applicable supplies and equipment to be utilized in the County's solicitations in order to recover applicable sales tax on these purchase orders.

14. **DISPUTES:** 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.

15. **DISQUALIFICATION:** More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the County believes the Proposer is interested in more than one proposal for the work contemplated, all proposals in which such Proposer is interested shall be rejected. If the County believes collusion exists among Proposers, all proposals shall be rejected.

16. **E-VERIFY:** CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the CONSULTANT during the term of this Agreement in which the CONSULTANT performs employment duties within Florida. This verification requirement extends to all persons, including sub-CONSULTANTs, utilized, hired, contracted, or assigned by the CONSULTANT to perform work pursuant to this Agreement.

17. **FAILURE TO PERFORM:** If during the term of the Agreement, the CONSULTANT should refuse or otherwise fail to perform any of its obligations under the Agreement, the County reserves the right to:
    A) Obtain the services from another CONSULTANT; and/or
    B) Terminate the Agreement; and/or
    C) Suspend the CONSULTANT from bidding for a period of up to 24 months.

18. **INCURRED COST:** DeSoto County is not liable for any cost incurred by the CONSULTANT prior to award. Costs for developing a response to this solicitation are entirely the obligation of the Proposer and shall not be chargeable in any manner to DeSoto County.

19. **INDEMNIFICATION:** CONSULTANT shall defend, indemnify and hold harmless

the County and all of the 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 CONSULTANT, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. CONSULTANT 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 indemnifications, 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 Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relive CONSULTANT of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Agreement.

20. **INFORMALITIES AND IRREGULARITIES:** The County has the right to waive minor defects or violations of a proposal 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 proposals, provided that such concession does not affect the price, quality, quantity, delivery, or performance time of the goods/services being procured.

21. **INSURANCE:** The CONSULTANT, at its own expense and in its own name, must provide and keep in force during the term of the Agreement, insurance coverage provided by a (a) company(s) licensed to conduct business in the State of Florida acceptable to the County with limits not less than indicated for the respective items or as otherwise agreed. Types of coverage and limits of liability shall be as set forth in the Agreement.

    If any insurance should be canceled or changed by the insured or expire during the period of its proposal award, the CONSULTANT shall be responsible for securing other acceptable insurance to provide the coverage specified in the solicitation to maintain continuous coverage during the life of the award.

22. **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 no way be cause for relief from responsibility.

23. **LICENSE/CERTIFICATIONS:** The successful CONSULTANT will be required to secure, at its expense, the proper occupational license and/or any other

license/certification required of the applicable service/work being performed. Proof of license and/or certification may be required prior to the proposal award. The Proposer shall fully comply with all state and federal laws, County procurement policies, ordinances and regulations in any manner affecting the performance of the Services. The Proposer shall provide its occupation license number and expiration date.

24. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Desoto County, Florida; or in the Federal Courts, wherein venue shall lie in the Central District in and for the State of Florida. The CONSULTANT expressly waives venue in any other location.

25. **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, prices, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk.

26. **NONCONFORMING TERMS AND CONDITIONS:** A proposal response that includes terms and conditions that do not conform to the terms and conditions in the solicitation are subject to rejection as non-responsive. The County reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal response prior to determination by the County as non-responsive based on the submission of nonconforming terms and conditions.

27. **NON-EXCLUSIVE AGREEMENT:** Award of this Agreement shall impose no obligation on the County to utilize the CONSULTANT for all work of this type, which may develop during the agreement period. This is not an exclusive Agreement. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.

28. **OPERATION DURING DISPUTE:** In the event, the County has not canceled the Agreement in accordance with the terms of the Agreement, and there remains a dispute with the Proposer and the County, the Proposer agrees to continue to operate and perform under the terms of the Agreement while such dispute is pending, and further agrees that, in the event, a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the Court.

29. **PAYMENT TERMS:** CONSULTANT shall prepare and submit to the County's Administrative Agent for approval, invoices for the Services rendered under this Agreement. Payment shall be issued by the County's Finance Department, who shall initiate disbursements for invoices approved by the Administrative Agent in accordance with the Florida Prompt Payment Act, found in Part VII, Ch. 218 of the Florida Statutes. 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 CONSULTANT shall submit an invoice for payment to the County on a monthly basis.

The County reserves the right to withhold payment to CONSULTANT for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify the CONSULTANT if any invoice or report is found to be unacceptable and will specify the reasons.

30. **PERIOD OF OFFER VALIDITY:** Prices quoted must remain firm for a period of ninety (90) days from the proposal opening date.

31. **PUBLIC RECORDS REQUESTS:**
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 CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT THE DESOTO COUNTY ADMINISTRATION BUILDING, 201 EAST OAK STREET, ARCADIA, FLORIDA 34266 (863) 993-4800.

a. CONSULTANT must keep and maintain all public records required by the Agency in order to perform services under this Contract.

b. Upon request from the Agency's custodian of public records, CONSULTANT shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the Agency.

d. Upon completion of the contract, CONSULTANT shall transfer, at no cost, to the Agency all public records in possession of the CONSULTANT or keep and maintain public records required by the Agency to perform the service under this contract. If the CONSULTANT transfers all public records to the Agency upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public

records, in a format that is compatible with the information technology systems of the Agency.

32. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** This solicitation may be extended to include other governmental agencies provided a cooperative Purchasing Agreement exists. Each political entity will be responsible for the execution of its own requirements with the awarded CONSULTANT.

33. **RIGHT TO AUDIT RECORDS:** In the performance of this Agreement, the CONSULTANT shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the CONSULTANT in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County.

34. **RIGHT TO REJECT:** The DeSoto County Board of County Commissioners reserves the right to reject any and all proposals not deemed to be in the best interest of the County, or to accept that proposal, which may not be in the best interest of the County. The County reserves the right to waive any and all informalities or reject any or all proposals or any part of any proposal. The County also reserves the right to award or eliminate any portion of the proposal.

35. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

36. **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 complies with it in all respects prior to and during the term of the Agreement.

37. **TERMINATION FOR DEFAULT - DEFAULT/FAILURE TO PERFORM**: The County shall be the sole judge of nonperformance, which shall include any failure on the part of the CONSULTANT 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 CONSULTANT to meet any terms of this Agreement or related Exhibit, the County will notify the CONSULTANT, providing three (3) days (weekends and holidays excluded) to advise the County of its plan for corrective action to remedy the default. Failure on the CONSULTANT's part to correct the default within the approved time period shall result in the Agreement being terminated and the County notifying in writing the CONSULTANT of the effective date of the termination. The following shall constitute default:

- Failure to perform the work required under the Agreement and/or within the time required or failing to use the sub-CONSULTANTs, 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 CONSULTANT incapable of performing the Services in accordance with and as required by the Agreement.
- Failure to comply with any of the terms of the Agreement.
- Failure to pay sub-CONSULTANTs or others pursuant to the Services completed under this Agreement.

In the event of default, the CONSULTANT shall pay any damages sustained by the County, including attorney's fees and court costs incurred in collecting any damages. All documents prepared by the CONSULTANT in connection with this Agreement will be the property of the County.

The County Engineer shall authorize payment to the CONSULTANT, the costs and expenses for Work performed by the CONSULTANT prior to receipt of the Notice of Termination; however, the County may withhold from amounts due to the CONSULTANT such sums as the Administrative Services Director deems to be necessary to protect the COUNTY against loss caused by the CONSULTANT because of the default.

38. **TERMINATION FOR CONVENIENCE:** The COUNTY reserves the right to cancel this Agreement by written notice to the CONSULTANT effective Thirty (30) days following the date of 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 Director shall give written notice of the termination to the CONSULTANT specifying the reason of the Agreement termination and when the termination becomes effective.

The CONSULTANT shall incur no further obligations in connection with the terminated Work, and on the date set in the Notice of Termination, the CONSULTANT will stop work to the extent specified.

The County shall pay the CONSULTANT under the following conditions:

- All costs and expenses incurred by the CONSULTANT for work accepted by the County prior to the CONSULTANT's receipt of the Notice of Termination.

Anticipatory profit for work and services not performed by the CONSULTANT shall not be allowed.

39. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the CONSULTANT as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from the CONSULTANT which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the CONSULTANT.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

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SPECIAL CONDITIONS

1. **INSURANCE 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 the disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:
CONSULTANT 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.

PROFESSIONAL LIABILITY:
CONSULTANT(S) shall maintain professional liability errors and omissions coverage with limits of not less than $1,000,000 for professional services rendered in accordance with this Agreement. The CONSULTANT(S) shall maintain such insurance for at least two (2) years from the termination of this Agreement, and during this two (2) year period, the CONSULTANTS(S) shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the Agreement, the CONSULTANT(S) shall notify County Risk Management within thirty (30) days of the change.

EVIDENCE OF INSURANCE:
CONSULTANT 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 $ 1,000,000 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 Agreement. Said insurance coverage(s) procured by the CONSULTANT as required herein shall be considered, and the CONSULTANT

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 CONSULTANT 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 Services, a renewal certificate shall be issued 30-days prior to the 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.

2. **TIME OF PERFORMANCE:**
This Agreement shall commence immediately upon execution by both the COUNTY and the CONSULTANT. The CONSULTANT shall complete the conceptual design and cost estimate within a reasonable timeframe to be determined in coordination with the COUNTY after contract award.

The Proposers' timely response under the terms of this Agreement is paramount. The unavailability of the highest-ranked Proposer (depending on the urgency of the County's needs) may result in the award/project being authorized to the next highest-ranked Proposer.

3. 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 their Proposal. Any questions relative to the interpretation of requirements, the Scope of Services, or selection processes shall be addressed in writing to the address indicated below. No inquires, if received within seven (7) days of the date set for the reading of names of the Proposers, will be given consideration. **Oral answers will not be authoritative.**

4. 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 Commercial General Liability and Commercial Automobile Liability. Desoto County is to be named insured as the DeSoto County Board of County Commissioners. Insurance policies meeting the requirements herein identified shall be maintained during the duration of the Agreement. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. There shall also be a thirty (30) day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage.

5. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Purchasing Department upon Notice of Award, prior to the commencement of the Services. For the purpose of identification, when submitting insurance, the Request for Proposal name and number must be included on the certificate.

6. **CONSULTANT AND COUNTY DEFINED:**
As used in these specifications, the term "CONSULTANT" refers to Seller, and the term "County" refers to Purchaser, as defined in the terms and conditions applicable to this Agreement. All persons acting for CONSULTANT, such as employees, sub-CONSULTANTs, and agents of the CONSULTANT, are included in the meaning CONSULTANT.

7. **ADDITIONAL INFORMATION:**
Questions about the Agreement and technical portions of the Request for 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 the subsequently ratified by a formal written amendment to the proposal documents. To find out whether the County intends to issue an amendment, contact the person listed below. No contract or technical questions will be accepted after seven (7) days prior to the date set for bid opening.

Direct inquiries to:

Cindy Talamantez, CPPB, CPPO
Purchasing Director
DeSoto County Board of County Commissioners
201 East Oak Street, Suite 203
Arcadia, Florida 34266
863-993-4816 Office
863-993-4819 Fax
c.talamantez@desotobocc.com

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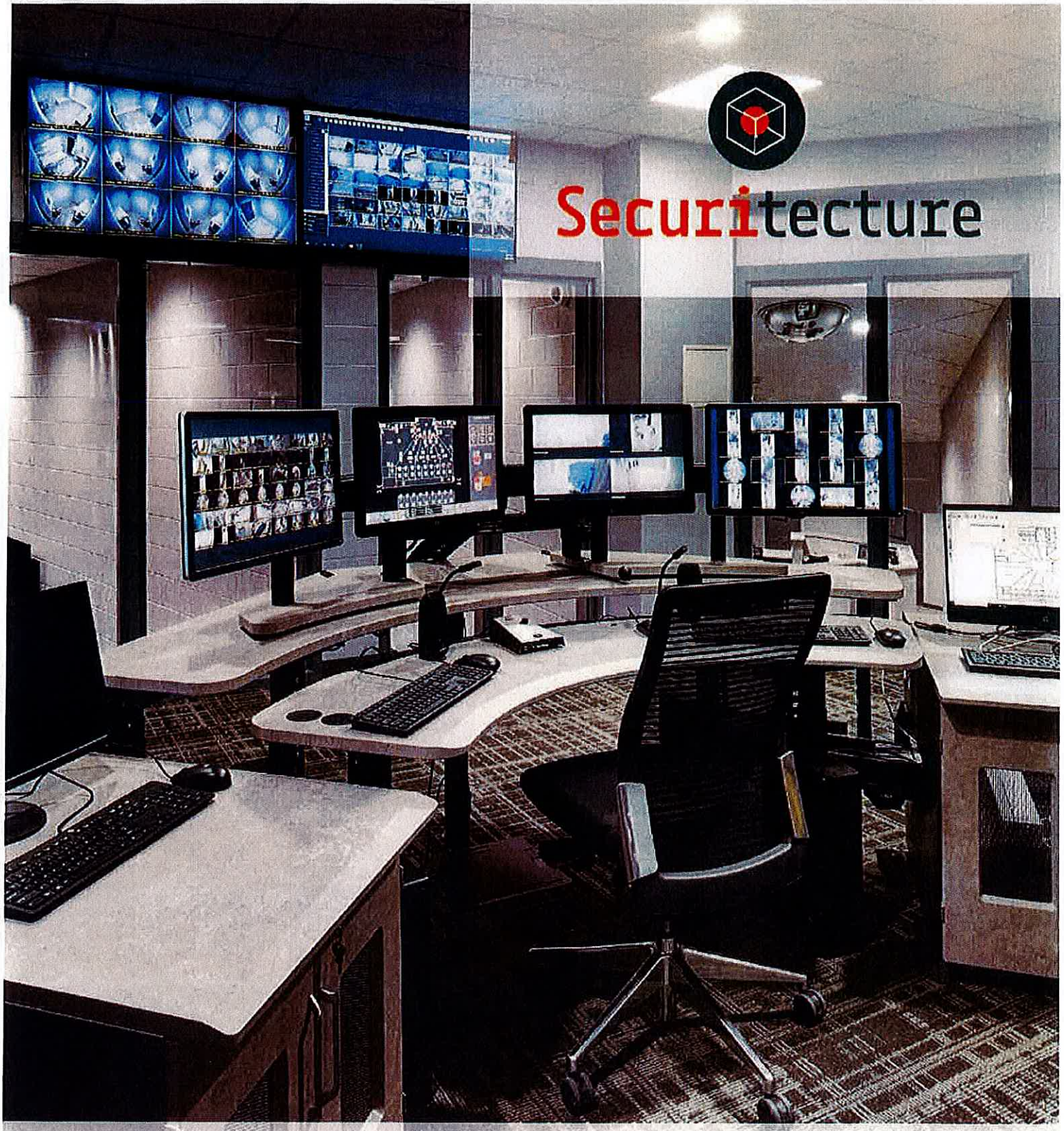


Securitecture

DESOTO COUNTY, FLORIDA

REQUEST FOR PROPOSAL—RFP NO. 2025-07-00

DESOTO COUNTY JAIL AND ADMINISTRATIVE COMPLEX
CONCEPTUAL DESIGN AND COST ESTIMATE

DUE: MARCH 31, 2024, 2:00 PM

EXHIBIT C

INNOVATIVE SOLUTIONS
IN CORRECTIONS, JUSTICE, & PUBLIC SAFETY

DESOTO COUNTY JAIL AND ADMINISTRATIVE COMPLEX
CONCEPTUAL DESIGN AND COST ESTIMATE PROPOSAL

TABLE OF CONTENTS

- TAB 1: LETTER OF INTRODUCTION & HISTORY 1

- TAB 2: RELEVANT EXPERIENCE & QUALIFICATIONS 4
  - COMPANY OVERVIEW 5
  - PARTIAL LIST OF PROJECT EXPERIENCE 7
  - CASE STUDIES 8-16

- TAB 3: PROJECT TEAM & KEY PERSONNEL 17
  - TEAM OVERVIEW 18
  - COMPANY RÉSUMÉS 19-22
  - INDIVIDUAL RÉSUMÉS 23-28

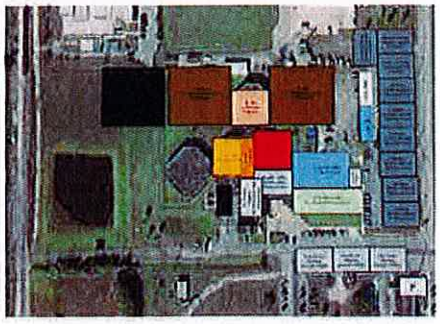
- TAB 4: PROJECT APPROACH & METHODOLOGY 29

- TAB 5: SCHEDULE & TIMELINE 35

- TAB 6: COST PROPOSAL 37

- TAB 7: REFERENCES 41

- TAB 8: ADDENDUMS & REQUIRED FORMS 43-60



DESOTO COUNTY, FLORIDA

REQUEST FOR PROPOSAL—RFP NO. 2025-07-00:

DESOTO COUNTY JAIL AND ADMINISTRATIVE COMPLEX CONCEPTUAL DESIGN AND COST ESTIMATE

DUE: MARCH 31, 2025

Tab 1: Letter of Introduction & History

Securitecture

INNOVATIVE SOLUTIONS
CORRECTIONS, JUSTICE, & PUBLIC SAFETY

March 31, 2025

Purchasing Department
DeSoto County Board of County Commissioners
201 East Oak Street, Suite 203
Arcadia, Florida 34166

Re: DeSoto County Jail and Administrative Complex Conceptual Design and Cost Estimate
RFP No. 25-07-00

Dear Selection Review Committee:

Innovative Design, Practical Solutions, and Common Sense are the starting points for a Securitecture design. Having grown up in an environment where our clients were very cost-conscious and demanded the most bang-for-their-buck, we've consistently delivered on those hallmarks for more than 43 years.

In our proposal response, we highlight a project that we feel strongly demonstrates these values—the Okeechobee County Jail and Sheriff's Office Addition and Renovation.

For Okeechobee's Jail Addition & Renovation, we solved many of the same challenges that DeSoto County's Jail and Administration Facility appears to face now. We master planned a 20- to 40-year solution and, in a collaborative charrette effort involving all stakeholders, developed 26 different design options for their campus. The final design doubles the capacity of the jail with no increase required in staffing and allows the County to construct the project in phases as budget and financing allow—all while having a fully functional jail through the entire process. Please see case studies of the Okeechobee Jail Addition & Renovation project in Tab 2.

Securitecture has significant corrections experience throughout Florida, some of which include: Okeechobee County Jail, Marion County Jail, Putnam County Jail, Hendry County Jail, Walton County Training Facility, Collier County Jail Laundry, Broward County Jail Infirmary Study, Okaloosa County Correctional Center, Martin County-Holt Correctional Mental Health Addition, and Lake County Sheriff's Sub-Station.

For your project, we have assembled a team second-to-none. Our team is not just a collection of corrections-experienced firms that have worked together before. This team is an army of friends. We've worked together on many, many projects. We know each other, we like each other, we respect each other, we support each other. We have history.

Joe Mrak and Bret Dodd of Securitecture have worked together for 35 years on hundreds of projects.

Joe, Bret, BBM, CMTA (formerly OCI Associates), Newlines, and Innovative Food Service are currently working with Securitecture to successfully implement the Okeechobee plan.

Our Securitecture Team includes the following Firms (please meet our team members in Tab 3):

Securitecture, LLC – Noblesville, Indiana, and Ft. Pierce, Florida
BBM Structural Engineers – Orlando and Boca Raton, Florida
CMTA (formerly OCI) – National Engineering Consultants in Ft. Pierce, Florida, with 9 Florida office locations
Newlines – Civil Engineer in Okeechobee, Florida
Innovative Foodservice Design Team – Tampa, Florida (if needed)

Securitecture differentiates itself in other ways, too.

The company was founded in 2016 to concentrate on Justice, Corrections, and Public Safety after a long career of leadership in larger architectural and engineering firms. Our name, Securitecture, was derived from Security Architecture—and defines our singular focus on Corrections, Justice, and Public Safety projects. In fact, they're all we do!

No Roads, no Bridges, no Parks or Schools. We do Jails. Securitecture is proud of our longstanding expertise in corrections and public safety architecture, and many of our design innovations have become the standard in correctional facilities today.

We pride ourselves on being a small yet nimble firm that is focused on service, not on volume. In fact, our philosophy is to take on only a few projects at a time, which allows us to focus our attention on **you**, without having to compromise your priorities. This also affords you the time, talent, and utmost attention of our two principals, who have a total of more than 75 years of experience, driving the success of your project.

Please consult our Okeechobee County reference. They will tell you that, as the project principal, I have been the primary contact, attending every meeting during the project's master planning and design phases. I'm also the primary contact throughout construction and present Securitecture's monthly project update report every month in-person to Okeechobee's County Commissioners. You can read about Securitecture's firm and principals' experience in Tab 1.

I, Joseph M. Mrak, AIA, am the responsible party with the authority to obligate the firm contractually. I authorize the information contained in this RFP response to be shared with the County Selection Committee Personnel and County Administration for the purposes of selecting an Architect/Engineer team from this Request for Proposal.

All Success is a Partnership. And Securitecture is structured to help you achieve that success.

Joseph Mrak, AIA, LEED AP, CPTED
President, Securitecture, LLC
jmrak@securitecture.com

Securitecture, LLC
7389 East 209th Street | Noblesville, IN 46062 | 317.695.6725
180 Melody Lane | Ste. 107 | Fort Pierce, Florida 34950

DESOTO COUNTY, FLORIDA

REQUEST FOR PROPOSAL—RFP NO. 2025-07-00:

DESOTO COUNTY JAIL AND ADMINISTRATIVE COMPLEX
CONCEPTUAL DESIGN AND COST ESTIMATE

DUE: MARCH 31, 2025

Tab 2:
Relevant Experience and Qualifications

Securitecture

INNOVATIVE SOLUTIONS
CORRECTIONS, JUSTICE, & PUBLIC SAFETY

INNOVATIVE SOLUTIONS

Intricately involved in an extensive number of corrections, justice, public safety, adaptive reuse, and security consulting projects, **Securitecture** is uniquely qualified to translate your facilities needs into operational excellence.

THE SECURITECTURE DIFFERENCE

Securitecture President Joseph Mrak has spent the last 44 years specializing in security architecture, becoming one of the most sought-after consultants in his field. Focusing exclusively on corrections, justice, and public safety projects, Joe is proud to have pioneered many design innovations that are now the standard for design and safety in the industry.

At Securitecture, we know that we have one chance to get your project right. So we start with strong planning, assign our best people with the most experience to your project, and then we include everyone at the table to make sure every voice is heard as we work together to solve your specific challenges. Collaborating at every step of the way, we leverage the expertise of users and stakeholders to create innovative solutions that will make a difference for your County and your entire community.

We call it the Securitecture Difference:

- Focusing on your priorities,
- Working on very few projects at a time to give your project the attention it needs,
- Dedicating the most experienced principals to your project,
- Constant communication,
- An approach designed to leverage our clients' expertise, and
- Designing "forward-thinking" facilities and technologies.

As a result, Securitecture has become a trusted partner in Florida—for our clients and experienced local firms, with whom we partner for your success.

Bret Dodd and Joe Mrak, Securitecture LLC

SPECIALISTS IN CRIMINAL JUSTICE

Having designed more than 300 Justice and Public Safety projects with many engineering and architectural firms, Joe's familiarity with key issues in corrections has been a driving force for the firm's many industry innovations within criminal justice facilities' design and construction. Understanding the key problems faced by every jail, the **Securitecture** team develops innovative solutions to address:

- insufficient number of the right kinds of beds to meet current and future housing needs,
- outdated or substandard infrastructure and site challenges,
- inadequate space for intake and processing,
- the space and separation needed for medical and mental health care,
- lack of space to meet programming needs,
- the need for adequate kitchen and laundry facilities,
- segregated housing necessary for various classifications, and
- long-term planning for expansion to meet growing needs.

PIONEERING INNOVATION

This understanding of client challenges inspired Joe to pioneer a number of innovative "firsts" in the features and functions of corrections design. Many of these award-winning solutions are now the standard for correctional facilities design, operational excellence, and safety.

Securitecture has pioneered an innovative jail housing pod design that significantly reduces construction costs, staffing requirements, and the expense for ongoing operations and maintenance, while increasing operational efficiency, security, and the speed of construction from start to finish.

This housing pod design uses simple, efficient geometry that includes:

- A single, elevated control room for single-point control and observation.
- Industrialized building systems and components.
- Use of prefabricated modular steel cells, control room and toilet/shower components.
- Cell layout for greater security and less maintenance.
- A shower in every cell.
- Polyurea coating that provides a seamless cell interior.
- "Double-Envelope" design with a continuous exterior mechanical chase.
- Indoor/outdoor recreation/classroom & program areas in the housing pod.
- State-of-the-art, non-proprietary, user-friendly electronic security automation systems.

These innovations and more are just part of the mindset that Securitecture brings to every project—with innovative design, practical solutions, and common sense as the starting point for any client solution. Securitecture's architectural expertise and genuine concern for clients' unique needs also results in ideas that help communities maximize funding resources and build in long-term cost efficiencies for staffing, operations, and future growth.

COMMITTED TO YOUR SUCCESS

The Securitecture Team is committed to working closely with you to develop uniquely innovative and cost-efficient solutions for the DeSoto County Jail & Administrative Complex. Our goal is to deliver exceptional service, innovative solutions, and facilities that you and your community will be proud of for years to come.

When you need a trusted expert in corrections and public safety to help you get the facilities you need, Securitecture is ready to help.

CORRECTIONS FACILITIES / MASTER PLANS AND FEASIBILITY STUDIES

Okeechobee Sheriff's Office/Jail Addition & Renov.

Okaloosa County Courthouse

Livingston County Jail Addition & Renovation

Tipton County Sheriff's Office & Corrections Center

Hamilton County Corrections Campus Master Plan

JAILS / DETENTION CENTERS

Allegan County MI Jail
Bartholomew County Jail Addition
Berrien County Jail Intake/Release
Branch County MI Jail
Brown County Public Safety Bldg.
Clark County Jail Addition & Renov.
Collier County Jail Laundry Facilities
Daviess County Security Center
Delta County Jail & Sheriff's Office
Elkhart County Detention Center
Franklin County TN Jail
Floyd County IN Jail Expansion/Renov.
Fulton County Security Center
Grant County Security Center Renov.
Hamilton County Jail North & South
Harrison County Justice Center
Hendricks County Jail Addition
Hendry County FL Jail Addition
Howard County Criminal Justice Ctr.
Jackson County Jail & Juvenile Ctr.
Jasper County Jail
Jay County Security Center
Jefferson County Jail/Dormitory
Johnson County Jail Addition/Renov.
Kalamazoo County Jail Addition
Kane County IL Jail Conversion
Knox County Jail
Lake County Jail Addition & Renov.
Lake County Jail DOJ Renovation
Lake County IL Secure Detention Ctr.
Livingston County Jail Addition/Reno
Lawrence County Security Center
Marion County Jail II
Marion County Arrestee Processing
Marion County FL Jail Kitchen & Laundry Addition/Renovation
Marion County TN Justice Center
Montgomery County Jail Addition
Newton County Security Ctr./Courts
Ohio County Holding Center & Courthouse Renovation
Okeechobee County FL Sheriff's Ofc. & Jail Renovation/Addition
Owen County Security Center
Posey County Jail Addition & Renov.
Pulaski County Jail Renovation
Pulaski County Justice Center
Putnam County FL Jail Addition
Rhea County TN Jail
Richland County IL Jail Addition
Ripley County Justice Center
Scott County Security Center
Scott County Jail Addition
Tipton County Corrections Center
Wilson County TN Jail Addition

MP = Master Plan, St = Study, Renov. = Renovation

MASTER PLANS/FEASIBILITY STUDIES

Allegan County MI, Courthouse MP
Antrim County Jail Masterplan
Barry County Jail Feasibility Study
Bartholomew County Jail Addition & Renovation Feasibility Study
Benzie County 911 Study
Branch County Jail & Sheriff's Office Study
Broward County Jail & Sheriff's Office Feasibility Study
Broward County Jail Infirmary Study
Calhoun County MI Sheriff's Ofc. MP
Crawford County Jail & Justice Center Study
Daviess County Jail Feasibility Study
Dearborn County Jail Feasibility Study
Dearborn County Justice Strategic MP
Delta County Jail Feasibility Study
Desoto County FL Expansion Study
Floyd County Jail Expansion Study
Gadsden County FL Federal Hold Facility
Greene County Jail Expansion & Reno Study
Hamilton County Corrections Campus Master Plan 2006 & 2015
Hardee County FL Jail Expansion Study
Harrison County Justice Center Feasibility
Hendry County FL Jail Addition Feasibility
Hendry County FL Jail Replacement MP
Houghton County Jail Feasibility St
Howard County Jail & Juvenile Ctr. Study
Indiana DHS Regional E.O.C. Study
Ionia County Jail Study
Jackson County Jail & Juvenile Ctr. Study
Jennings County Jail Feasibility Study
Kalamazoo County Jail Expansion MP
Lawrence County IL Jail Feasibility Study
Livingston County Jail Expansion MP
Mackinaw County Facilities MP
Marion County TN Justice Center Study
Miami County Jail Pre-design Study
Montgomery County Jail Addition Study
Morgan County Jail Feasibility Study
Muskegon County MI Jail & Juvenile Ctr.
Oceana County MI Jail Feasibility Study
Ohio County Detention Center Study
Okeechobee County FL Jail Addition & Renovation Feasibility Study
Owen County Jail Feasibility Study
Putnam County Jail Feasibility Study
Rutherford County TN Work House & Juvenile Detention Study
Sanilac County MI Jail Feasibility Study
Schoolcraft County MI Jail Feasibility Study
Shiawassee County Jail Feasibility Study
Tipton County Jail Feasibility Study
Walton County FL Training Center MP
Will County IL Adult Detention Center MP

OKEECHOBEE COUNTY, FLORIDA

JAIL ADDITION & RENOVATION FEASIBILITY STUDY

PROJECT COMPONENTS:

Components
Justice System
- 19th Judicial Circuit Court
- County Court
- Drug, Mental Health & Veterans Courts

Sheriff's Office
- Public
- Administration
- Road Patrol
- Investigations

Corrections
- Administration
- Intake/Booking
- Medical
- Confinement Housing
- Program
- Kitchen/Laundry
- Support Spaces

Analytics & Projection Modeling
- Population: 125% Increase
- Court Case Load: 110% Increase
- 20-Year Jail Bed Capacity: 424 (current capacity 232)

Space Evaluation
- Total Rating: 4.8 (Unsuitable)
- Total Existing NSF: 50,028
- Adjusted NSF: 79,072
- Total Existing BGSF: 73,072
- Total Adjusted BGSF: 119,804

Architectural Space Program
- 10-Year Program DGSF: 121,552
- 20-Year Program DGSF: 145,705

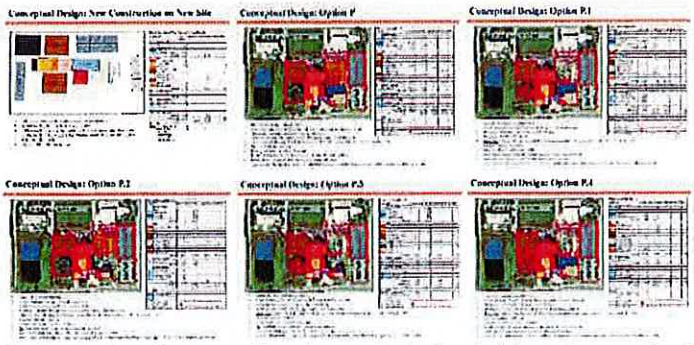
Staff Program
- Total Existing: 286
- 10-Year Program: 306.5
- 20-Year Program: 323

Facility Systems Evaluation
- Overall Rating: 5.1 (Marginal)
- Corrective Work: $9,664,790

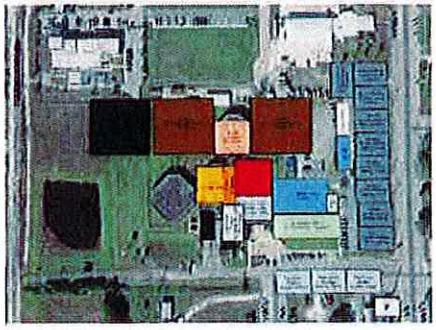
The Okeechobee County Sheriff's Office and Jail was constructed in 1985/1986 with a total bed capacity of 232. Approximately 20 years later, the number of inmates began to exceed the rated bed capacity of the jail. The Sheriff and Courts began implementing measures to manage the population, including out-of-county housing and alternate programs. As these management measures became less effective, the County determined that physical changes to the existing facility were required to address the current and future space needs of both the Sheriff's Office and the Jail. Phase 1 was implemented to define a design direction of a project that would address the Sheriff's Office and Jail twenty year staff and space needs. Phase 1 was structured in four steps:

PROJECT PHASES

- **Step 1: Pre-Project** focused upon establishing the administrative aspects for the project and obtaining necessary data.
- **Step 2: Strategic Planning** included completing analytics and projection modeling to define the Sheriff's Office and Jail historical operations and potential future conditions. This step also included establishing space standards and completing existing space and facility systems evaluations.
- **Step 3: Staff/Space Programming** defined the 10- and 20-year staff program in 5-year increments, plus the 10- and 20-year architectural space program for each component of the project.
- **Step 4 Conceptual Design** included a Charrette with all the major Users/Stakeholders, Project Committee, and Decision Makers to determine the best means to address current and future needs of the Sheriff's Office and Jail. The conceptual design of site and floor plans, statement of probable cost for the total project budget, anticipated project schedule and implementation plan, and draft/final reports set the foundation for subsequent design, bidding, and construction phases. Phase 1a construction of new inmate housing with dayrooms and indoor/outdoor recreation is almost complete.



Design Options Summary Sample—evaluated probable costs, capacity, & more to ensure most effective and fiscally responsible solution reached.



Final selected design, Option "P"

OKEECHOBEE COUNTY, FLORIDA

SHERIFF'S OFFICE & JAIL ADDITION / RENOVATION DESIGN & CONSTRUCTION PHASES

DESIGN PHASE

With Design Option "P" selected from the Master Plan phase, the County authorized Securitecture to complete design for the entire addition and renovation project scope. The final design included renovation and expansion of the Sheriff's Office, Intake, Jail Administration, and two new Housing Pods and Kitchen + Laundry. The new, larger, 224-bed housing pods contain two classrooms and an indoor/outdoor recreation area, replacing antiquated, non-compliant housing pods—the new design concept for the facility.

DESIGN INNOVATIONS

Securitecture incorporated numerous jail housing and design innovations that significantly reduce construction costs, staffing requirements, and expense for ongoing operations and maintenance while increasing operational efficiency, security, and the speed of construction from start to finish. Some of these features include:

- A single, elevated control room for single-point control and observation.
- Industrialized building systems and components, including pre-engineered steel buildings.
- Use of prefabricated modular steel cells, control room and toilet/shower components, which arrive on-site with all equipment installed and painted.
- Enhanced cell layout for greater security and less maintenance, with all furnishings included.
- "Double-Envelope" design with a continuous exterior mechanical chase for easier maintenance with no inmate interaction or lockdowns.

The advantages of these innovations are plentiful and provide many short-term benefits as well as long-term features enhancing security and lowering operational and maintenance costs.

Single, Elevated Control Room:

The single, elevated control room increases visibility, enhances security, and reduces costs.

- Elevated approximately ten feet above floor allows observation of:
  - All cell fronts, all dayrooms, inmate corridors.
  - Indoor and outdoor recreation areas.
  - Program and classroom areas.
- Allows observation of direct supervision floor officers, control rooms.
- Less "attack-prone" and no blind spots.
- Reduces construction costs by reducing glass area and thickness.
- Improves classification by eliminating cross-visibility of inmates.

Use of Industrialized Building Systems and Products:

The use of industrialized building systems and products helps save construction costs and speeds up the pace of construction. Combined with conventional construction, they can be cost-effective and secure. Pre-engineered building structures allow a column-free interior to provide flexibility of design and easier adaptations in the future.

- Pre-engineered steel buildings.
- Prefabricated insulated wall panels.
- Modular components.
- Non-proprietary systems—off-the-shelf components.

Prefabricated Modular Steel Cells:

Prefabricated, modular steel cells ("boxes") manufactured in a factory vs. using conventional construction offer significant cost and time advantages.

- Quality of "boxes" is superior and faster to construct:
  - Manufactured in controlled factory environment vs. on-site.
  - Manufactured off-site while on-site construction work progressing.
  - Arrives at construction site with all equipment installed & painted.

- Factory labor rates less expensive than field labor rates.
- "Boxes" have no seams so are more secure with cleaning/sanitation easier and faster; items like razor blades, etc., cannot be hidden.
- Interior finish of factory-built cell is superior to field-applied coatings, especially polyurea coatings available on modular steel cells.
- Lightweight "boxes" reduces size of footings/foundations, lowers costs.

Enhanced Cell Layouts:

Cell layouts are designed to reduce inmate movement, improve observation, increase security, and lessen maintenance costs.

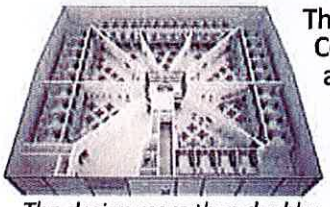
- Shower in every cell reduces inmate movement in and out of cells, improves observation, and reduces MEP costs.
- All furnishings included: beds, table, stool, toilet, shower, mirror, shelves, hooks, light fixture, door, frame, lock, window, intercom.
- Reduces construction costs with all utilities already available in every cell—hot and cold water, sanitary drain, supply air vent, exhaust air vent, light fixtures.
- Stainless steel window is most secure and most maintenance-free.
- Special cell coatings are more durable with lower maintenance; seamless, so more easily cleaned and sanitized.

Double-Envelope Design with Continuous Rear Chase:

"Double-Envelope" design with a continuous rear chase saves money and makes the jail facility easier to maintain. The secure perimeter of the facility is actually the rear wall of the cell, with an environmental enclosure surrounding it. This allows for easier maintenance access and keeps maintenance staff completely separated from the inmate population.

- Secure perimeter is rear wall of the cell; exterior building wall is environmental enclosure, which does not need to be secure; doubles as observation corridor.
- Building exterior can be designed to blend in with the community.
- Windows in cells do not align with exterior wall windows, preventing outside visual contact.
- Continuous rear plumbing chase for greater security; no inmate interaction or lockdowns.
- Easier access for maintenance; can be locally serviced.
- Maintenance staff & tools kept separate from inmate population.
- Potential solar energy systems—water/space heating; photovoltaics.

FINAL DESIGN SOLUTION



The design more than doubles capacity with no added staff.

The final design encompasses a 181,411 s.f. renovation /addition solution, which meets the County's 20- to 40-year corrections needs, increases the number of beds from 231 to 492, and improves every area of the facility.

The project is being constructed in phases as the County determines project funding. Phase 1a construction of the first housing pod is complete. Phase 1b construction of the Kitchen & Laundry is in progress; Phase 2 construction of the 2nd housing pod began in June, 2024. As phases are funded and authorized for construction, Securitecture issues the plans for permitting and construction for each individual construction phase.

CLIENT

Okeechobee County
Bd. of Commissioners
304 NW 2nd St., Rm. 123
Okeechobee, Florida

Justin Nelson, Director,
Capital Improvements
jnelson@okeechobeecounty.gov
863-763-0805

PROJECT ROLES

Principal in Charge, Architect of Record, Lead Designer and Detention / Security Consultant

PROJECT TEAM

Securitecture ,LLC;
Byce; OCI; BBM;
Dobbs; IFC; Ajax

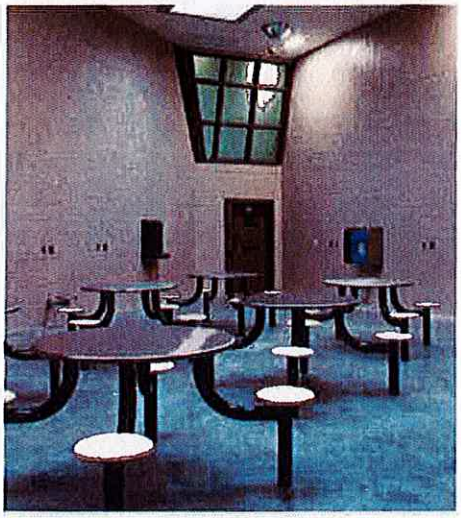
KEY ACCOMPLISHMENTS

Solved the County's 20-40 year Corrections and Law Enforcement needs through comprehensive Addition/Renovation project.

Design Fee: $4.5M
Construction Cost (first 3 phases): $55M
Completion of Phases:
Phase 1a Housing Pod – 2023,
Phase 1b Kitchen & Laundry – 2024,
Phase 2 Housing Pod– 2025

PUTNAM COUNTY

JAIL FACILITY



Overcrowding and poor inmate housing conditions in the Putnam County Jail necessitated an expansion of the jail's capacity to meet current and future needs.

PROJECT APPROACH

- Comprehensive study to investigate options for renovating existing housing pods and adding a new pod, or for constructing two new housing pods.
- Final construction of two new 228 bed, 29,000 square-foot - housing pods for a total of 456 beds and 58,000 total s.f.
- Additional new construction of 5,600 s.f. Medical/Program Building and a kitchen addition of 1,000 s.f. for freezer, cooler and dry food storage.
- Housing pods of prefabricated modular steel cells, pre-engineered metal buildings, elevated control rooms, and double-envelope design.
- Modular steel cells in 2- and 4-person capacities.
- Entire 228-bed housing and indoor-outdoor recreational area monitored from single elevated control room.
- Hurricane wind-resistant structure.

RESULT

- New design enabled jail to double general population capacity with only a minor increase in staffing levels.
- State-of-the-art facility with the latest technology at an incremental additional operational cost for the County.

CLIENT	PROJECT ROLES	PROJECT TEAM	KEY ACCOMPLISHMENTS
Putnam County Commissioners Palatka, Florida	Principal in Charge, Architect of Record, and Lead Designer (as RQAW team member)	RQAW Corporation	Capacity doubled with minimal staffing increase; operational efficiencies; low-interest financing through U.S.D.A. Rural Development.

HENDRY COUNTY

JAIL FACILITY

With limited downtown site constraints and a limited budget, Hendry County needed to solve several jail issues while they struggled with the long-term status of their existing jail. The solution needed to be cost-effective, secure, staff-efficient and accommodate future expansion and possible relocation to another site.

PROJECT APPROACH

- A feasibility study was conducted to investigate several design options.
- Final design consisted of a 96-bed addition to the existing jail.
- A single control room directly monitors both 48-bed dayrooms.
- A secure connection was created between addition and the existing jail to accommodate movement of support services and inmates to recreation.
- Entire addition was designed to be relocated or repurposed in the future at a new site, allowing flexibility in future decision-making.
- Pre-engineered steel building and twelve 8-man modular steel cells were the foundation of this flexible design.
- Concept has the cost-effectiveness of a dormitory with the security advantages of cells.
- Cells could be relocated and incorporated into a new jail at a different location.
- The pre-engineered building shell can be repurposed as a maintenance or storage building at a new site.

RESULT

- Project was delivered within a stringent cash budget.
- The useful life of the existing jail has been significantly extended.
- This option leaves the county with flexibility regarding future decisions about the jail.

CLIENT	PROJECT ROLES	PROJECT TEAM	KEY ACCOMPLISHMENTS
Hendry County Board of Commissioners LaBelle, Florida	Principal in Charge, Architect of Record, and Lead Designer (as RQAW team member)	RQAW Corporation	The innovative solution met a very stringent cash budget, extended the life of existing jail and provided a cost-effective solution that could be relocated to new future jail site.

TIPTON COUNTY

SHERIFF'S OFFICE & CORRECTIONS CENTER

Tipton County originally embarked on their Jail project in a traditional Design-Bid-Build approach utilizing an architect and a construction manager-as-agent. After a redesign and twice receiving bids significantly over budget, the county scrapped the entire project and later started over utilizing a Progressive Design-Build Delivery Process. That's when the PSI / Securitecture team was brought in.

PROJECT APPROACH

- The PDB team initiated a one-day Programming and Design Charette to reconcile the program, budget, design concept and site utilization.
- Weekly design team meetings of all stakeholder were held for the duration of the design process.
- Through the Integrated Design Process, the design and all construction documents were completed in only 4-1/2 months.
- The design concept allows a single, elevated control room to observe and monitor all dayrooms, cell fronts, classroom, and recreation, plus view the Intake and Booking counter that is only 32 feet away!
- A pre-engineered steel structure and prefabricated steel modular cells were employed as a means of reducing construction costs and construction duration.

RESULT

- A facility of 35,788 square feet on 13 acres that was constructed in only 12 months.
- 80 beds in 28 2-man cells in 8 dayrooms with complete sight and sound separation between all classifications.
- A 32-bed capacity Intake facility with booking counter and Intake area fully observed by an elevated central control.
- The first dedicated mental health cellblock in a small jail in Indiana.
- A great deal of owner involvement assured that all goals were met.

CLIENT	PROJECT ROLES	PROJECT TEAM	KEY ACCOMPLISHMENTS
Tipton County Board of Commissioners Tipton, Indiana	Principal in Charge, Architect of Record, Lead Designer Security Specialist	Securitecture, LLC; Performance Services, Inc. as PDB	First Progressive Design-Build jail project in the state of Indiana; Successful Design-to-Budget process achieved or exceeded all programmatic requirements at the initial published budget.

HAMILTON COUNTY

CORRECTION CAMPUS MASTERPLAN

Hamilton County's Correction Campus faced two challenges: 1) whether the existing 30-acre campus could accommodate the County's increasing criminal justice needs for the next 50 years, and 2) determining the appropriate mix of detention programs and facilities that would meet those needs while allowing for future expansion.

PROJECT APPROACH

- Comprehensive review of all statistics related to the Hamilton County criminal justice system.
- Detailed and accurate understanding of the County's future needs.
- Determined that the current and future criminal justice detention needs could be accommodated on the existing site for 50-plus years.
- Proposed five phases to allow for continual expansion of detention facilities on site.

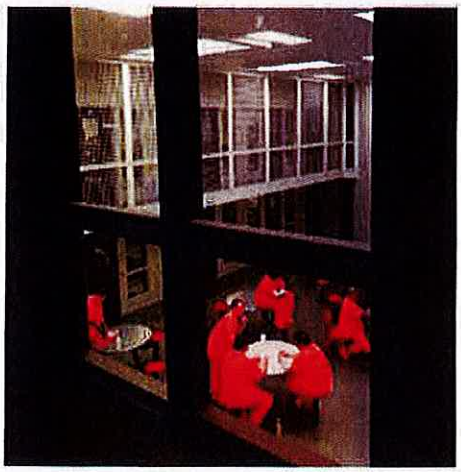
RESULT

- Masterplan was promptly executed by completing the first 3 phases to accommodate 20-year growth.
    - Juvenile Services Center
    - Jail North (Intake and Support Services)
    - Jail South (Sheriff's Office, 911, EMA)
    - Community Corrections
    - Minimum Security Housing Renovation (Old Jail)
    - Training and Support Facility
- Foresight and flexibility allow additional expansion to accommodate changes in the justice system and legislative changes.

CLIENT	PROJECT ROLES	PROJECT TEAM	KEY ACCOMPLISHMENTS
Hamilton County Board of Commissioners Noblesville, Indiana	Principal in Charge, Architect of Record, and Lead Planner (as RQAW team member)	RQAW Corporation Structurepoint	Comprehensive masterplan with expansion phasing plans for entire campus; use of existing site to plan 50-year growth capacity; executed the masterplan exactly as planned over a 7-year, 6-building, $70M project.

LIVINGSTON COUNTY

JAIL EXPANSION



Livingston County, Michigan, utilized a jail that was over 50 years old that has already been expanded twice. The layout of the building was less than staff-friendly. Constant overcrowding and increased housing of prisoners out-of-country required the County to review options for another expansion.

The County retained a local architect to prepare expansion options and construction costs. The County then sought out a corrections expert to review the alternatives.

PROJECT APPROACH

- A peer review was performed to evaluate construction costs, staff-efficiency, and phasing feasibility.
- A committee was formed to contribute to the study effort.
- Our study recommended:
  - Build a larger, more staff-efficient 220 bed housing pod on the east side of the jail.
  - Revert old housing pods back to their original, more appropriate uses.
  - Expand intake to accommodate a larger percentage of female inmates.

RESULT

- The expansion was designed and constructed exactly as recommended in the peer review study.
- A new, 220-bed housing pod incorporated an elevated control room, modular steel cells, and double-envelope design.
- The renovation and addition to the Livingston County Jail continued the useful life of this critical facility for decades.
- The updated master plan accommodated additional expansion opportunities for the future.

CLIENT	PROJECT ROLES	PROJECT TEAM	KEY ACCOMPLISHMENTS	KEY FEATURES
Livingston County Board of Commissioner Howell, Michigan	Principal in Charge, Corrections Consultant and Lead Planner (as RQAW team member)	RQAW Corp. (Corrections Consultant) Lindhout Associates (Architect of Record) Byce & Associates (MEP)	Creative approach extended useful life of the jail by increasing classification opportunities and staff efficiency.	Project Delivery; CM at Risk Project Budget: $15,500,000

WASHINGTON COUNTY

JAIL FACILITY

Jail overcrowding and failing systems required an addition to the Washington County Jail—one that could provide for the jail population over the next thirty years. A vacant area adjacent to the existing facility was available but would require a plan for overcoming a 20-ft. elevation change to accommodate new construction.

PROJECT APPROACH

- The grade of the site was raised to match the grade of the existing facility with engineered fill, compacted lifts and testing suitability.
- System of prefabricated components—steel plate and studs to mitigate weight load on new fill—were constructed off site and shipped to the jail site for erection.
- Shell of building was lightweight, pre-engineered metal to ease weight, scheduling and construction factors.
- 31,300 s.f. addition contains 204 beds on newly-elevated site at west end of existing facility.
- Tiered, modular steel cells in 2-man, 4-man, and 8-man configurations around perimeter with elevated central control in middle of the building.
- Continuous perimeter mechanical chase, double-envelope design.
- Control room and all cells modularized; dayroom and classrooms all panelized of steel.
- No masonry utilized in the housing pod.

RESULT

- Innovative, lightweight, prefabricated components allowed project time to build up the adjacent site and test its suitability.
- Washington County able to streamline limited construction schedule.
- Entire construction schedule of only 12 months.

CLIENT	PROJECT ROLES	PROJECT TEAM	KEY ACCOMPLISHMENTS
Washington County Board of Commissioners Salem, Indiana	Principal in Charge and Architect of Record (as RQAW team member)	RQAW Corporation	Components fabricated offsite allowed time for site grade change; innovative design of modular steel cells around elevated central control; only 12 month construction timeline.

DESOTO COUNTY, FLORIDA

REQUEST FOR PROPOSAL—RFP NO. 2025-07-00:

DESOTO COUNTY JAIL AND ADMINISTRATIVE COMPLEX
CONCEPTUAL DESIGN AND COST ESTIMATE

DUE: MARCH 31, 2025

Tab 3: Project Team & Key Personnel

Securitecture

INNOVATIVE SOLUTIONS
CORRECTIONS, JUSTICE, & PUBLIC SAFETY

The **Securitecture Team** is made up of a group of seasoned corrections professionals. More importantly, we are a group of friends that have worked together on multiple projects, love what we do, and enjoy working with each other. This helps give DeSoto County a far better project.

Joseph Mrak and **Bret Dodd** will lead the project team through the first year of occupancy and beyond. He will serve as Principal-in-Charge with responsibility over the entire team. Bret will lead the Project **Definition Phase, Master Planning effort, and the design team during the project design phases** (see Tab 2).

Newlines Land Consultants will be our civil engineer. **BBM** will provide structural engineering services. **CMTA, formerly OCI Engineering,** will be responsible for HVAC, plumbing, fire protection, electrical, technology engineering, and commissioning services. **Innovative Foodservice** will provide Food Service & Laundry design, if needed. This is the same team as Okeechobee County.

Securitecture
Project Management, Master Planning, Architectural, Corrections, and Security Systems Design

Joe Mrak

Bret Dodd

Securitecture
Joe Mrak, AIA, LEED AP, CPTED
Principal-in-Charge, Lead Detention/ Security Consultant

Securitecture
Bret Dodd, AIA, LEED AP, GBCI
Senior Detention/Security Consultant, Lead Designer

Newlines Land Consulting
Steve Dobbs, PE
Civil Engineering, Survey and Geotechnical Coordination

BBM
Luis F. Bedoya, PE
Principal-In-Charge, Senior Project Manager, Structural Design

CMTA
James Burchard
Principal + Director, Electrical, Low Voltage

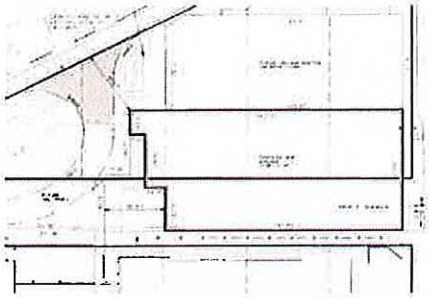
CMTA
Jason Smith, PE, LEED AP, BD+C, CEM
Principal, Director of Mechanical

CMTA
KAZ Kazeminia, NICET
Principal, Director of Plumbing & Fire Protection

CMTA
Keith Liatsos, PE
Principal + Director of Electrical Engineering

Innovative Foodservice
George Perry, Principal, Kitchen & Laundry Design

Okeechobee County Jail Renovation & Addition, Okeechobee, FL



Highlands County Jail Expansion, Sebring, FL

Glades County Emergency Training Facility Glades County, FL

Okeechobee County High School Replacement, Okeechobee, FL

NEWLINES LAND CONSULTANTS

Newlines Land Consultants offers civil engineering and survey services for a wide range of land development projects. The firm's experience in land development includes site plan development, infrastructure design, commercial site plans, utilities design, and permitting for municipalities, county, FDOT, Florida WMD and FDEP. Newlines' extensive work with municipalities, counties, and federal and state agencies has provided project management, design, permitting and construction services for sanitary sewer systems, water treatment plants, water distribution systems, stormwater management systems, citrus and sugar cane developments, pump stations and conveyance systems, and control structures, enhancing developments large and small.

Newlines Land Consultants

Partial List of Related Project Experience—*additional available on request*

- **Okeechobee County Jail Renovation & Expansion**, Okeechobee, FL–design engineering and project management for expansion project replacing existing jail with 424-bed jail, replacing laundry and kitchen facilities, remodeling intake, medical, corrections administration, public spaces and lobby, and Sheriff's Office administration for a total of 143,000 sf building, parking, liftstation, and stormwater control. Total $65 million project cost.
- **Glades County Emergency Training Facility**, Glades County, FL–project management for 40,000 sf building with 30,000 sf warehouse; 5,000 sf educational space ;and 5,000 sf office space to serve as training and incubator facility. Parking site grading, stormwater management system, water main and fire main connection to the site plus sanitary collection system extended to the building.
- **Okeechobee County High School Replacement**, Okeechobee, FL–project management for 256,000 sf school replacement project, which was funded with Special Facilities Grant Money. Design engineering of site planning, stormwater, potable water, and sewer service design, plus access to and parking for the site. Total project $132 million.
- **Highlands County Jail Expansion**, Highlands County, FL–design engineering and project management for expansion of existing facility with future expansion in the plan. Phase 1 added 54 beds, with a new cell building, parking, potable water supply, sewer collection, and stormwater control. Total $10 million project.
- **Glades County Jail Elementary/Middle School Replacement**, Glades county, FL–project management for 90,000 sf school replacement project, funded with Special Facilities Grand Money. Design engineering for site planning, stormwater, potable water, and sewer service design, as well as access to and parking for the site. Total $60 million project.

Sumter County Jail Expansion, Bushnell, FL

Okeechobee County Jail Renovation & Addition, Okeechobee, FL

DOD, Consolidated Naval Weapons Station, Naval Brig Expansion, Goose Creek, Charleston, SC

Graceville Correctional Facility, Jackson County, FL

BBM STRUCTURAL

BBM Structural Engineers, Inc. was incorporated in 1984 and is currently celebrating its 40th year in business. The firm employs 33 professionals in two offices: Orlando (27) and Boca Raton, FL (6). Employee breakdown includes 10 licensed professional engineers, 4 engineering interns, 11 CAD / BIM technicians, 4 construction administration personnel and 4 administrative people. BBM's team member for this project will be Mr. Luis Bedoya, PE, the proposed PIC / Senior Project Manager

The firm has a diverse clientele, many of whom retain us year after year, project after project. Our clients have come to expect optimum designs and quick resolutions to every design challenge. Being familiar with virtually all building systems being utilized today allows the firm to provide the most efficient design adapted to the structure's requirements, along with the ever-present budget constraints of today.

BBM has used Revit, by Autodesk, since 2007. Revit is the frontrunner in Building Information Technology (BIM) and, when utilized by architects and engineering consultants, a uniform and coordinated model results where any conflicts between disciplines are able to be readily recognized and solved. In addition, during the construction phase, the CM is able to coordinate various trades using the 3-D model to minimize field challenges and / or identify conditions that must be addressed prior to construction being completed in those areas. Our engineers use the following industry standard, sophisticated structural analysis / design software: RAM Structural System, RAM Elements, RAM Concepts, Tekla Structural Designer, and TEDDS.

BBM's engineers are registered in 45 states and 3 territories. Principals Bora Erbilen, Luis Bedoya, and Kevin Casey hold national NCEES registration.

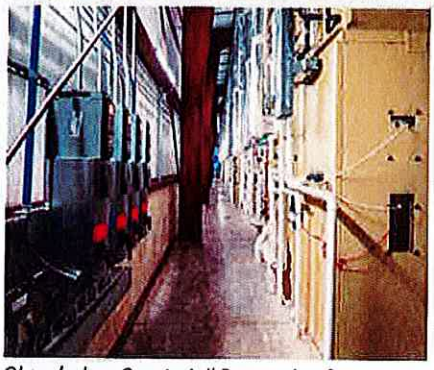
BBM

Partial List of Corrections Project Experience—*additional available on request*

- **Sumter County Jail Expansion**, Bushnell, FL—68,000 sf, 4-story, 512 housing units design-build jail expansion.
- **Manatee County Jail Medical Wing**, Palmetto, FL—jail medical wing design criteria package.
- **Okeechobee County Jail Renovation & Addition**, Okeechobee, FL—two new housing pods with 212 beds each (424 total beds, 92,000 sf total), renovations to existing facility (135,000 sf total).
- **DOD, Consolidated Naval Weapons Station Naval Brig Expansion**, Goose Creek, Charleston, SC—2-pod addition, 25,000 sf.
- **Volusia County Branch Jail Mental Health Dormitories**, Daytona, FL—
  - Branch County Jail Mental Health Dormitories, 2 structures (26,000 sf)
  - Sheriff's Evidence Storage/Admin Facility, 25,000 sf warehouse, 10,000 sf admin area for forensic labs, biohazard detainee cells, helipad.
  - Jail Inmate Intake Facility, 20,000 sf renovation of sallyport, booking, medical area, admin/courts areas, new admin and new sallyport.
- **St. Lucie County Correctional Facility Expansion**, Fort Pierce, FL—two new jail pods of 280 beds each.
- **Graceville Correctional Facility Expansion**, Jackson County, FL—
  - New Prison Campus–1,500-bed medium/maximum security facility with multiple housing buildings plus admin, gymnasium, support, maintenance/warehouse buildings.
  - Phase II Expansion–400-bed expansion with maintenance/ warehouse building and new programs building.

Pinellas Jail Renovation & Expansion, Clearwater, FL

Pasco County Central Detention Center Expansion, Land O'Lakes, FL



Okeechobee County Jail Renovation & Addition, Okeechobee, FL

CMTA
A LEGENCE Company

Founded in 1987, OCI Associates continues its commitment to excellence and advancement in professional engineering design by joining forces with CMTA/Legence, the leading integrated provider of energy efficiency solutions across the entire building life cycle. Now known as CMTA, the firm continues to serve clients with mechanical, electrical, IT/AV, lighting, plumbing and fire protection engineering; building commissioning services; and construction administration. This new strategic partnership drives our continued focus on sustainable and innovative engineering solutions. The company has offices across Florida and in Washington D.C., Dallas, and San Francisco.

CMTA's staff of experienced professionals offers a wide variety of services including complete design, specification, and construction administration of systems for heating-ventilating-and-air conditioning (HVAC); electrical systems including power, lighting, fire alarm, security, telecommunications, and information transport systems; plumbing systems including medical gases; and fire protection systems for high-rise and low-rise structures.

We understand the Florida environment and know the considerations required to engineer mechanical/electrical systems that can be operated and maintained on a cost-effective basis. We have a proven track record of serving our clients' needs as an enthusiastic, active participant of the overall team.

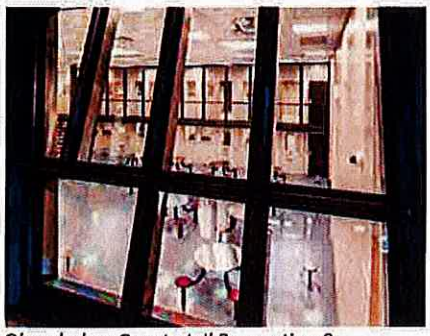
CMTA has been fortunate to engineer 55+ projects for jails/corrections institutes, judicial/municipal facilities, courthouses, clerk of courts, public defenders and city/town halls, including large-scale renovations and new construction totaling more than 2,000,000 square feet.

CMTA

Partial List of Related Project Experience—*additional available on request*

- **Okeechobee County Jail Renovation & Expansion**, Okeechobee, FL–design of mechanical, electrical, plumbing, fire protection, low voltage, and lighting systems in 24,714 sf renovation of $48 million project.
- **Pinellas Jail Renovation & Expansion**, Clearwater, FL–site/infrastructure upgrades to campus-wide security electronics; new data center, electrical room, and central security control room; new co-generation plant with absorption chiller reclaims waste heat to provide free chilled water.
- **Pasco Central Detention Center Expansion**, Land O'Lakes, FL–340,000 sf $129M renovation adds industrial warehouse, support services offices, food service area & full kitchen, laundry, storage, maintenance; new surveillance video & emergency backup supports existing/expansion load.
- **Lake Correctional Institute Inpatient Mental Health Facility**, Clermont, FL–205,000 sf $145-298M new construction with mechanical, electrical, plumbing, fire protection, low voltage and lighting currently awaiting additional funding for scope adjustments.
- **Hernando Detention Center Master Plan**, Brooksville, FL–facilities assessment detailing system conditions, life expectancy, detailed recommendations for use, corrections, or replacement & estimated cost.
- **Volusia County Correctional IT Upgrades**, Daytona Beach, FL–facility-wide upgrades for information technology and fiber in 3 buildings at the jail.
- **John E. Polk Correctional Kitchen Reconfiguration**, Sanford, FL–improving lines of sight, inmate safety, tool & inventory controls, energy efficiency.
- **South Bay Correctional Facility Study**, South Bay, FL
- **South Bay Correctional Facility Plumbing**, South Bay, FL
- **Civil Commitment Center Security Upgrades**, Arcadia, FL
- **Corrections Phoenix Vocational Building**, Orlando, FL

Okaloosa Convention Center, Fort Walton Beach, FL



Okeechobee County Jail Renovation & Addition, Okeechobee, FL

Puff N Stuff Catering Commissary, FL

Pinellas County Jail Renovation & Expansion, Clearwater, FL

INNOVATIVE FOODSERVICE DESIGN TEAM

INNOVATIVE FOODSERVICE DESIGN TEAM is an award-winning foodservice design consultancy with a track record of projects on five continents for some of the industry's leading operators. Our sister company, LOUIS WOHL & SONS, INC., is a leading foodservice equipment and smallwares provider with strong financial stability and long-standing relationships with manufacturers worldwide.

We embrace our initials by approaching every challenge with the question, "What IF?" The foodservice industry faces unique challenges on a daily basis, so it is our responsibility to explore solutions that are in our client's best interest. While foodservice establishments require priority be placed on function over form, we carefully integrate the typical foodservice "puzzle pieces" into spaces with care and precision. And we utilize cutting-edge practices designed to reduce the environmental footprint of our projects. With an eye towards the future, we are constantly re-evaluating our designs, our processes, and our partners to help our clients achieve their green initiatives.

We are a designer. We are an equipment provider. We are a smallwares procurement specialist. We fill these roles independently or together, depending on the needs of our client. And we are with our clients from concept through opening day, which places increased importance and responsibility on every decision that we make.

Innovative Foodservice Design Team

Partial List of Related Project Experience—*additional available on request*

- **Okeechobee County Jail Renovation & Addition**, Okeechobee, FL–projected population increase of 125% necessitated updates to kitchen and laundry capacity to support future needs; new Kitchen & Laundry facilities will be built in Phase 1b of the project.
- **Okaloosa Convention Center**, Fort Walton Beach, FL
- **Hardee County Jail**, Wauchula, FL
- **Palm Beach County Stockade**, West Palm Beach, FL
- **Pinellas County Jail Renovation & Expansion**, Clearwater, FL–new, three-story, 73,844 sf infrastructure building contains food & laundry services within total $95M renovation and new construction project.
- **Dade County Materials Control**, Miami, FL
- **Miami Police Headquarters**, Miami, FL

JOSEPH M. MRAK

AIA, LEED AP, CPTED, NCARB

Licensed Architect:

Indiana, Florida, Georgia, Illinois, Kentucky, Michigan, Missouri, North Carolina, Ohio, South Carolina, Tennessee, West Virginia

Certifications:

NCARB Certified

LEED Accredited Professional

Crime Prevention Through Environmental Design (CPTED)

Education:

Bachelor of Architecture
Ball State University

Bachelor of Environmental Design Ball State University

Joe Mrak has been the driving force behind many unique architectural innovations in corrections, justice, and public safety projects for over 43 years. A registered Architect in twelve states, he is certified in CPTED—Crime Prevention Through Environmental Design. Joe's experience as the architectural lead for more than 300 justice projects and his many award-winning security and technology innovations that are now the industry standard make him one of the most sought-after consultants in the industry. Joe leads the consulting, planning, and design efforts as president of Securitecture, an architectural firm specializing in corrections, justice, and public safety in the Midwest and Southeastern United States.

KEY ACCOMPLISHMENTS

ARCHITECTURAL

- Lead architect on more than 300 justice and public safety design projects; unparalleled expertise in the field
  - 300 justice projects with over 20,000 detention beds and 90+ courtrooms
  - More than 4 million justice square feet and over $1.5 billion in construction costs
- Developed innovative architectural features which are now the standard in facilities design for justice, corrections, and public safety
- Award-winning form and function innovations, including modular steel cell and component jail design and construction, integrated electronic security systems, and low-maintenance jail interiors.
- Pioneered the jail design concepts of:
  - modular steel cells with showers
  - continuous rear perimeter plumbing chase
  - double envelope design
  - elevated control room
  - industrialized building envelope
  - modularized interior wall panels
- Implemented the following firsts in innovative jail design features in several states:
  - use of modular steel cells
  - touchscreen security automation system; PLC security automation system
  - aerobic aeration lagoon septic system
  - video visitation system
  - podular jail design and construction
  - direct supervision design
- Became premier corrections expert in the Midwest
- Training seminars on design, policies and procedures within design and construction of criminal justice and public safety facilities
- Developed security consulting practice from enhanced justice and public safety professional services
- Awards from the American Institute of Architects Justice Facilities Review and numerous other industry organizations

KEY ACCOMPLISHMENTS (CONT.)

PROFESSIONAL ASSOCIATIONS

- American Correctional Association (ACA)
- American Institute of Architects (AIA)
- American Jail Association (AJA)
- Florida Sheriffs Association (FSA); Indiana Sheriffs' Association (ISA); Michigan Sheriffs' Association (MSA)
- Indiana Association of County Commissioners (IACC)
- Indiana Society of Chicago (ISOC)
- National Council of Architectural Registration Boards (NCARB)
- Knights of Columbus
- Waterscape Homeowners Association; Past President & Board of Directors Member

HONORS AND AWARDS

American Institute of Architects—Justice Facilities Review

2011 – Kalamazoo County Juvenile Home; Kalamazoo, MI (Merit Award)
2008 – Hamilton County Juvenile Services Center; Noblesville, IN
2001 – Cass County Jail; Logansport, IN
1999 – Pulaski County Justice Center; Winamac, IN
1997 – Harrison County Justice Center; Corydon, IN
1997 – Blackford County Security Center; Hartford City, IN
1996 – Fishers Police Station; Fishers, IN
1994 – Howard County Criminal Justice Center; Kokomo, IN
1991 – Dearborn County Law Enforcement Center; Lawrenceburg, IN

AIA Southwest Michigan Chapter Design Award

2009 – Kalamazoo County Juvenile Home

American Council of Engineering Companies

2004 – Marion County Arrestee Processing Center
2004 – West Lafayette Police Station

American Concrete Institute

1997 – Harrison County Justice Center

GUEST SPEAKER

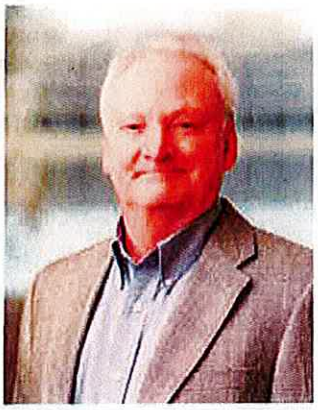
- Indiana Association of Chiefs of Police: "Building a New Police Station"
- Florida Chiefs of Police Association: "Latest Trends in Police Station Design"
- Ball State University College of Architecture & Planning: "CAP Conversations"
- Indiana Association of County Commissioners: "911 Consolidation—Getting It Right the First Time"

PROJECT EXPERIENCE

See the project list in this section for a partial list of projects. Note: Joe Mrak was involved in all of the projects listed on these pages as either principal-in-charge, project manager, or lead corrections design consultant.

BRET W. DODD

AIA, LEED, AP, GBCI



Licensed Architect:

Indiana

Certifications:

Registered Architect

LEED Accredited Professional, AP, Green Business Certification, Inc. (GBCI)

Education:

Bachelor of Architecture
Bachelor of Science
Ball State University

- AIA Scholarship
- Research Grant: Symbolism in Architecture
- Selected Outstanding Architectural College Senior

Professional Affiliations:

American Institute of Architects (AIA)

Green Building Council

KEY ACCOMPLISHMENTS

PROJECT EXPERIENCE

- More than 36 years of master planning, architectural design, justice, and corrections project experience.
- Completed over 800 projects and studies ranging in construction cost from $250,000 to over $200 million with a total of more than $3.5 billion.
- Responsible for strategic planning, programming, and design of more than 3,000,000 square feet of facilities and 120 justice and corrections projects.
- Lead planner for state, county, municipal and public safety, university, commercial, and park masterplans totaling over 30,000 acres.

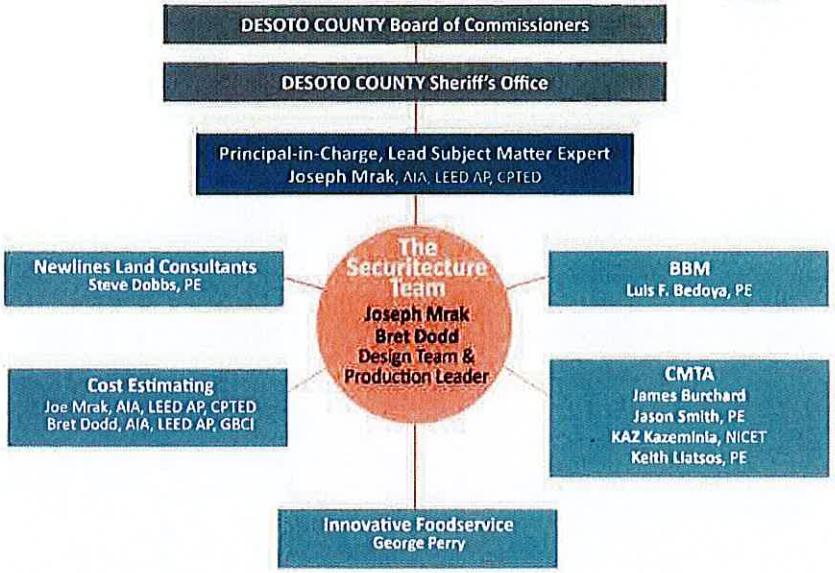
ATTRIBUTES

- Ability to work within a team structure and provide the vision and leadership to successfully accomplish the goals and objectives of the project.
- Unique blend of experience, analytical and intuitive problem solving skillset that quickly realizes comprehensive, creative and innovative solutions.
- Aptitude to effectively communicate and present complex ideas and abstract concepts to a variety of audiences.
- Comprehensive understanding and ability to holistically integrate site and building systems.
- Detailed understanding of traditional and alternative project delivery systems and the ability to define and implement a system most suited to realize a successful project or study.
- In-depth understanding and experience with all aspects of the Architectural Profession, including business, quality control, marketing and promotion, design, and production.

HONORS AND AWARDS

- Town of Fishers Police Station, American Institute of Architects—Justice Facilities Review
- Blackford County Security Center, American Institute of Architects—Justice Facilities Review
- Harrison County Justice Center, American Institute of Architects—Justice Facilities Review
- Honor Award: Noblesville Parks and Recreation – White River Greenway Trail
- Honor Award: University of Indianapolis – Central Residence Hall
- Merit Award: West Lafayette Police Station
- Merit Award: Whitley County Government Center
- Merit Award: Valparaiso Police Station
- Merit Award: Pulaski County Justice Center
- Metal Architecture March 2009: Indianapolis International Airport Fire Station No. 1
- Greater Valparaiso Chamber of Commerce Community Improvement Award: Valparaiso Police Station
- American Concrete Institute Outstanding Achievement in Concrete: Hoosier Patriot Memorial

Securitecture will be the primary point of contact for the DeSoto County Commissioners, Department of Corrections, project committee, users, and stakeholders, and will provide leadership and management for the Securitecture Team. Leading the Securitecture Team, Joe Mrak and Bret Dodd will be responsible for master planning/architectural design, corrections design, and security electronics and hardware systems design. Joe and Bret will provide thought leadership and management throughout the course of the project to maintain continuity and provide the highest level of commitment to your success possible.

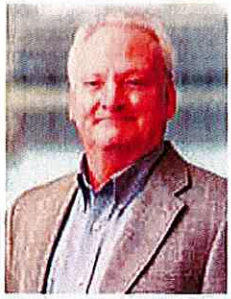


Principal-in-Charge, Subject Matter Expert, and Project Team Lead with responsibility over the entire team.

Joe Mrak, AIA, LEED AP, CPTED, NCARB—Securitecture, Principal-in-Charge, Principal Architect, Project Management, Security Systems Design

Overview of Experience:

- 44+ years of professional architectural design, master planning, and innovations for corrections, justice, and public safety projects.
- Architectural lead for over 300 justice projects in the Midwest and Southeastern U.S.
- More than 4 million justice square feet and $1.5+ billion in construction costs.
- Award-winning jail form & function innovations—modular steel cell and component jail design/construction, integrated electronic security systems, low-maintenance interiors.
- Pioneered jail design modular steel cells with showers, continuous rear perimeter plumbing chase, double envelope design, industrialized building envelope.
- Corrections projects in the state of Florida include the Okeechobee County Jail Addition & Renovation Feasibility Study and Phase 1 of Construction, Ft. Walton Beach City Hall and Public Works Campus Master Plan, Okaloosa County Courthouse Project, Putnam County Jail Addition, and Marion County Jail Kitchen & Laundry Addition/Renovation.



Will be leading the Project Definition Phase, Master Planning effort & the Project Design Team during design phases.

Bret Dodd, AIA, LEED AP, GBCI—Securitecture, Team Production Manager, Master Planning and Design Architect

Overview of Experience:

- More than 36 years of master planning, architectural design, and justice & corrections.
- Completed over 800 projects and studies ranging in construction cost from $250,000 to more than $200 million with a total of over $3.5 billion in construction.
- Responsible for Strategic Planning, Programming and Design of over 3,000,000 sf of facilities and 120 justice and corrections projects.
- Lead Planner for State, County, Municipal and Public Safety, University, Commercial, and Park Masterplans totaling more than 30,000 acres.
- Florida corrections projects include the Okaloosa County Courthouse Project, Okeechobee County Jail Addition & Renovation Feasibility Study and initial phase of new construction, Marion County Jail Kitchen & Laundry Addition/Renovation Ft. Walton Beach City Hall and Public Works Campus Master Plan, and Putnam County Jail Addition.

Steven Dobbs, PE—Newlines Land Consulting, Engineering Director

Overview of experience:

- 35 years of professional civil engineering experience.
- Project management, design, and administration of civil engineering projects, establishing reliable cost opinions, and managing designs to bid within budget.
- Extensive experience in construction planning and oversight, project leadership, design engineering, specifications, coordination and permitting.
- Skilled in local, state, and federal permitting processes within project schedules.
- Engineering services for developments in Hendry, Martin, Highlands, Okeechobee, and Glades Counties.

Luis F. Bedoya, PE—BBM, Principal-In-Charge, Senior Project Manager

Overview of experience:

- 29+ years of professional structural engineering and drafting experience
- Comprehensive engineering and CAD checklist ensures correct documents at each submission phase.
- Proficient in hardening practices relative to structural integrity of a building.
- Numerous corrections projects in the state of Florida, including Sumter County, St. Lucie County, Jackson County, Seminole County, and Volusia County.
- Securitecture partner on Okeechobee County Jail Renovation & Expansion.

James Burchard—CMTA, Principal + Division Director, Electrical, Low Voltage

Overview of experience:

- 40 years of professional design experience; 19 years with OCI Associates.
- Project management and design, interior/exterior lighting, power distribution, fire alarm, information technology, security, and lightning protection systems.
- Managing and designing 10 correctional and jail facilities across Florida.
- Currently managing correctional work totaling over $500 million in construction cost.
- Partnering with Securitecture on Okeechobee County Jail Renovation & Expansion.

Jason Smith, PE, LEED AP, BD+C, CEM—CMTA, Principal + Director of Mechanical

Overview of experience:

- 35 years of professional engineering experience; 31 years with OCI Associates.
- Leads mechanical team in mechanical scopes, QA/QC of construction document, innovative solutions as LEED certified energy manager.
- MEOR for over 55 corrections and justice projects of $500 million in construction.
- Designed new 5,000-ton Co-Generation Plant at Pinellas County Jail with water-cooled centrifugal chillers producing 500 tons of free chilled water using waste heat.
- Partnering with Securitecture on Okeechobee County Jail Renovation & Expansion.

KAZ Kazeminia, NICET—CMTA, Principal + Director of Plumbing & Fire Protection

Overview of experience:

- 27 years of professional engineering experience; 27 years with OCI Associates.
- Directs plumbing and fire protection teamsin design of automatic fire protection suppression systems, sanitary sewer waste, domestic water distribution, hot water/hot water return, storm systems, medical gas, compressed air, and vacuum.
- Plumbing and fire protection systems for over 50 justice and corrections projects.
- Partnering with Securitecture on Okeechobee County Jail Renovation & Expansion.

Keith Liatsos, PE—CMTA, Principal + Director of Electrical Engineering

Overview of experience:

- 22 years of professional engineering experience; 13 years with OCI Associates.
- Leads electrical team in lighting, power distribution, emergency systems, and fire alarm systems.
- EEOR for secure facilities, including 10 correctional and justice projects.
- EEOR for three corrections projects totaling $272 million in construction cost.
- Partnering with Securitecture on Okeechobee County Jail Renovation & Expansion.

George Perry, Principal, Innovative Foodservice Design Team, Kitchen & Laundry Design

Overview of experience:

- More than 36 years of experience within the commercial foodservice industry.
- Experience with foodservice design consultants and kitchen equipment contractors.
- Previous role as engineer at two foodservice equipment manufacturers.
- Focus on innovation, new product development, and coordination of ideas with manufacturers, fabricators,design/development team. Committed to Green Practices.
- Foodservice for Female Inmate Housing, Hardee County Jail, Minimum Security Jail, Palm Beach County Stockade, and Pinellas County Jail in Florida.

DESOTO COUNTY, FLORIDA

REQUEST FOR PROPOSAL—RFP NO. 2025-07-00:

DESOTO COUNTY JAIL AND ADMINISTRATIVE COMPLEX CONCEPTUAL DESIGN AND COST ESTIMATE

DUE: MARCH 31, 2025

Tab 4: Project Approach & Methodology

Securitecture

INNOVATIVE SOLUTIONS
CORRECTIONS, JUSTICE, & PUBLIC SAFETY

PROPOSED SIX-PHASE APPROACH AND METHODOLOGY

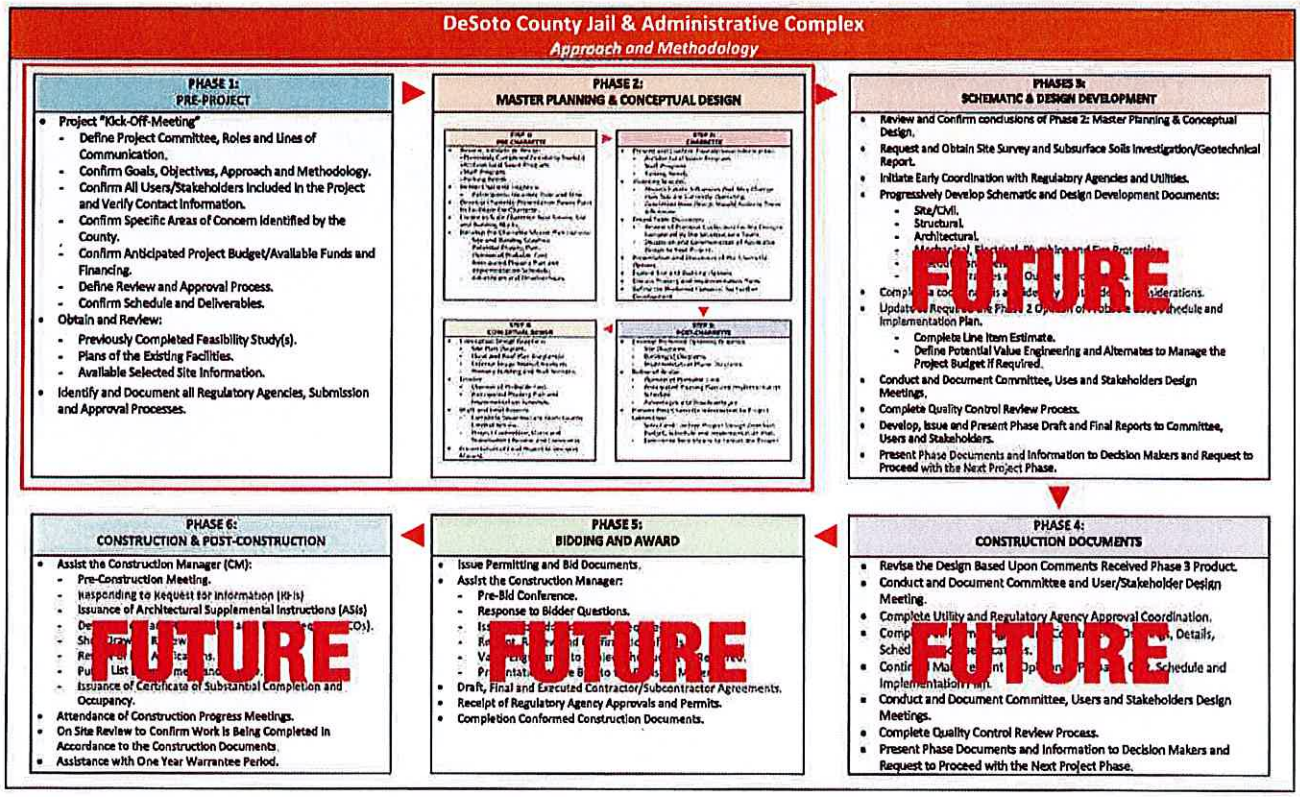
The Securitecture six-phase approach and methodology proposed for your project and defined on the following pages has been utilized for decades to realize more than 200 successful projects. The structure is consistent yet the tasks have been modified and may be further modified to specifically meet the needs of your project. While we are considered correction and mental health design experts, we have full appreciation and respect for your expertise and that of your mental health professionals and correctional staff. Our process has been developed to leverage your expertise and combine it with ours to realize your vision and a successful, enduring facility of which we can all be proud.

One key aspect of our process is a charrette. This one-day, focused design effort with the committee, users, stakeholders, and decision-makers will explore all the options to address your current and future space needs. A design direction for your project will be established for further development at the conclusion of the charrette.

Securitecture interactive design charrette process with stakeholders.

DETAILS OF THE SIX-PHASE APPROACH & METHODOLOGY

The Securitecture six-phase approach and methodology proposed for your project has been utilized for decades to successfully achieve the goals and objectives of countless corrections projects. This process has been customized based upon our current understanding of your project and will be confirmed or revised based upon information from in Phase 1, Pre-Project.



PHASE 1: PRE-PROJECT

- Project "Kick-Off-Meeting"
  - Definine Project Committee, Roles, and Lines of Communication.
  - Confirm Goals, Approach, and Methodology.
  - Confirm All Users/Stakeholders included in the Product and Verify Contact Information.
  - Confirm Specific Areas of Concern Identified by the County.
  - Confirm Anticipated Project Budget/Available Funds and Financing.
  - Define Review and Approval Process.
  - Confirm Schedule and Deliverables.
- Obtain and Review:
- Previously Completed Feasibility Study(s).
- Plans of the Existing Facilities.
- Available Selected Site Information.
- Identify and Document all Regulatory Agencies, Submission and Approval Processes.

PHASE 1 Goals and Objectives:

- Determine project administration, policies and procedures.
- Review project approach and methodology, anticipate project schedule and deliverables/ products.
- Request available foundational project information.

Phase Process:

- Conduct a project "Kick-Off" meeting with Committee, users and stakeholders.
- Issue information request.

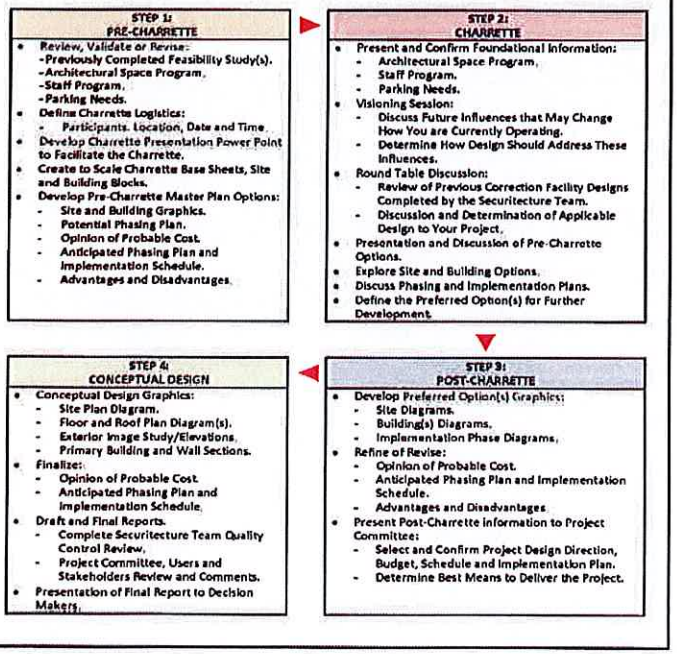
Phase Products:

- Defined project administration. Policies and procedures.
- Confirmed approach and methodology, schedule and deliverables.
- Receipt of requested information.

Anticipated Phase Duration:

- 2 weeks, dependent upon response to information request.

PHASE 2: MASTER PLANNING & CONCEPTUAL DESIGN



PHASE 2 Goals and Objectives:

- Define the project design direction.
- Establish the opinion of probable cost, implementation/phasing plan and anticipated project schedule.

Phase Process:

- **Working with the project committee, users, and stakeholders to define the architectural space and staffing program.**
- Develop and review pre-charrette tools.
- Conduct a charrette with the committee, users, stakeholders and decision makers to determine the best solution to address your current and future needs.
- Complete conceptual design defining the selected charrette preferred option(s).

Phase Products:

- Defined the project design direction, opinion of probable cost, implementation/phasing plan and anticipated project schedule.
- Draft and final phase reports and presentations.

Anticipated Phase Duration:

- 2 months.

The primary goal of Phase 2 is to define the project design direction, including establishing the probable project cost, implementation/phasing plan, and anticipated project schedule. To achieve this, the Securitecture Team will conduct a charrette. "Charrette" is a defined by the architectural and planning industry as a concentrated, focused period of design decision-making with users, stakeholders, and decision makers to explore all possible options and determine the best means to address the current and future needs of the project.

- Explore every option possible – "leave no stone unturned."
- There are no "dumb" ideas and everyone has a say – you never know where the next great idea will come from.
- Build consensus for the best solution so everyone knows and will be able to communicate the "How," "What," "When," and "How Much."

After working with the project committee, users, and stakeholders to define the staff and architectural space programs and parking needs, a pre-charrette power point will be developed to facilitate the charrette, define pre-charrette options to stimulate the option exploration process, and set up the charrette site and building space blocks based upon these established needs.

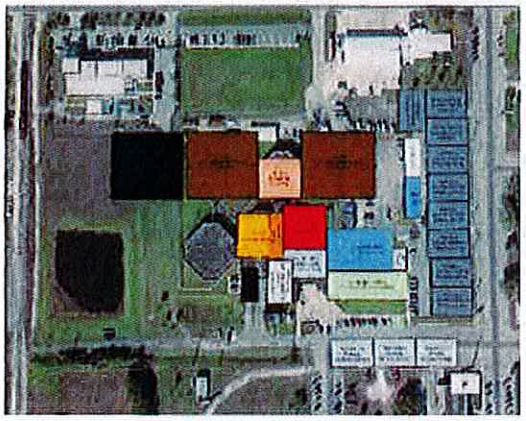
The charrette will include a roundtable session to discuss how you currently do business and how the existing facility's deficiencies adversely affect operations.

A visioning session will consider how future influences may change your operations and how to best plan for these potential influences.

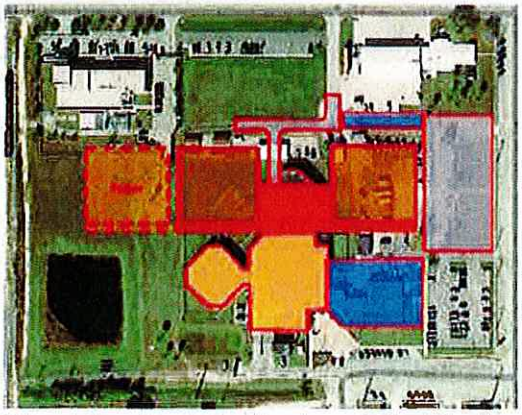
Post-charrette and the conceptual design steps of this phase progressively refine and detail the selected preferred option(s), including site plans, building floor plans, elevations and building sections, as well as costs, anticipated systems narratives, implementation/phasing plan(s), and the anticipated project schedule.

Products at each step will be presented to the project committee users and stakeholders for review and comments with the final product presented to the Board of County Commissioners for consideration and approval to proceed with the subsequent design phases.

Okeechobee Interactive Charrette with Stakeholders



Okeechobee Site Options



Okeechobee Conceptual Implementation/Phasing Plan with Future Housing Pod Expansion

STEP 1:
PRE-CHARRETTE

- Review, Validate or Revise:
  - -Previously Completed Feasibility Study(s).
  - -Architectural Space Program.
  - -Staff Program.
  - -Parking Needs.
- Define Charrette Logistics:
  - Participants. Location, Date and Time.
- Develop Charrette Presentation Power Point to Facilitate the Charrette.
- Create to Scale Charrette Base Sheets, Site and Building Blocks.
- Develop Pre-Charrette Master Plan Options:
  - Site and Building Graphics.
  - Potential Phasing Plan.
  - Opinion of Probable Cost.
  - Anticipated Phasing Plan and Implementation Schedule.
  - Advantages and Disadvantages.

PHASE 2:
Step 1 Goals and Objectives:

- Work with the Committee, users and stakeholders to define the Staff and architectural space programs and parking needs.
- Confirm the charrette logistics.
- Complete the charrette tools including site and budling space blocks and charrette power point to facilitate the process.
- Complete pre-charrette option graphics, opinion of probable cost, potential phasing plan and implementation schedule.

Step Process:

- Highly interactive with the project committee, users and stakeholders to define programs, parking needs and the charrette.

Step Products:

- Charrette foundation documents and tools.

Anticipated Phase Duration:

- 2 weeks.

STEP 2:
CHARRETTE

- Present and Confirm Foundational Information:
  - Architectural Space Program.
  - Staff Program.
  - Parking Needs.
- Visioning Session:
  - Discuss Future Influences that May Change How You are Currently Operating.
  - Determine How Design Should Address These Influences.
- Round Table Discussion:
  - Review of Previous Correction Facility Designs Completed by the Securitecture Team.
  - Discussion and Determination of Applicable Design to Your Project.
- Presentation and Discussion of Pre-Charrette Options.
- Explore Site and Building Options.
- Discuss Phasing and Implementation Plans.
- Define the Preferred Option(s) for Further Development.

PHASE 2:
Step 2 Goals and Objectives:

- Final confirmation of staff, architectural space program and parking needs.
- Completion of a visioning session to understand of how you may be doing business in the future and how to master plan accordingly.
- Completion of a round table discussion to define preferred design components.
- Present and discuss pre-charrette option.
- Explore site and building mater plan options.

Step Process:

- Conduct a charrette with the project committee, users, stakeholders and decision makers.

Step Products:

- Defined preferred option(s) to develop in greater detail during Step 3.

Anticipated Phase Duration:

- 2 weeks.

STEP 3:
POST-CHARRETTE

- Develop Preferred Option(s) Graphics:
  - Site Diagrams.
  - Building(s) Diagrams.
  - Implementation Phase Diagrams.
- Refine of Revise:
  - Opinion of Probable Cost.
  - Anticipated Phasing Plan and Implementation Schedule.
  - Advantages and Disadvantages.
- Present Post-Charrette information to Project Committee:
  - Select and Confirm Project Design Direction, Budget, Schedule and Implementation Plan.
  - Determine Best Means to Deliver the Project.

PHASE 2:
Step 3 Goals and Objectives:

- Evolve the selected master plan site and building graphics, option of probable cost, phasing plan and anticipated implementation schedule.
- Build consensus with the project committee, users, stakeholders and decision makers for the deign direction.
- Confirmed design direction, cost, phasing plan and implementation schedule.

Step Process:

- Working with the project committee, users and stakeholders to develop options to be presented, reviewed for discussion and selection of the design direction.
- Presentation to the project committee, users and stakeholders of design direction options.

Step Products:

- Design direction option, cost, phasing plan and anticipated implementation schedule.

Anticipated Phase Duration:

- 2 weeks, dependent upon the number of options selected for further development.

STEP 4:
CONCEPTUAL DESIGN

- Conceptual Design Graphics:
  - Site Plan Diagram.
  - Floor and Roof Plan Diagram(s).
  - Exterior Image Study/Elevations.
  - Primary Building and Wall Sections.
- Finalize:
  - Opinion of Probable Cost.
  - Anticipated Phasing Plan and Implementation Schedule.
- Draft and Final Reports.
  - Complete Securitecture Team Quality Control Review.
  - Project Committee, Users and Stakeholders Review and Comments.
- Presentation of Final Report to Decision Makers.

PHASE 2:
Step 4 Goals and Objectives:

- Evolve the graphics, cost, and phasing plan, and anticipate implementation plan established by Step 3.
- Draft, final reports and presentation(s).

Step Process:

- Development, review and confirm the project direction graphics, cost, phasing plan and implementation schedule with the project committee, users and stakeholders.

Step Products:

- Final project direction graphics, cost, phasing plan and implementation schedule.
- Draft, final reports and presentation to the decision makers.

Anticipated Phase Duration:

- 2 weeks, dependent upon review responses from committee, user, stakeholder and decision makers.

DESOTO COUNTY, FLORIDA

REQUEST FOR PROPOSAL—RFP NO. 2025-07-00:

DESOTO COUNTY JAIL AND ADMINISTRATIVE COMPLEX
CONCEPTUAL DESIGN AND COST ESTIMATE

DUE: MARCH 31, 2025

Tab 5:
Schedule & Timeline

Securitecture

INNOVATIVE SOLUTIONS
CORRECTIONS, JUSTICE, & PUBLIC SAFETY

Securitecture is prepared to begin work immediately following your authorization to proceed and proposes to complete the work within the following schedule:

PROJECT PHASES AND TIMELINE

1. Phase 1: Pre-Project	Two weeks
2. Phase 2: Step 1 Pre-Charette	Two weeks
2. Phase 2: Step 2 Charette	Two weeks
4. Phase 2: Step 3 Post-Charette	Two weeks
5. Phase 2: Step 4 Conceptual Design	Two weeks
6. Final Report and Presentation	Before June 15, 2025

Securitecture plans to create a detailed schedule with you and your staff that accommodates your needs and reduces the impact on your staff. Some of the activities within these steps may overlap with each other and are not completely linear. There is a very good possibility that we can compress this schedule due to overlapping activities.

We will meet on a regular two-week schedule to keep the momentum of our efforts moving forward in an active and collaborative fashion. Most meetings will be in-person, however we may hold some virtual meetings if it appears more efficient for your staff.

DESOTO COUNTY, FLORIDA

REQUEST FOR PROPOSAL—RFP NO. 2025-07-00:

DESOTO COUNTY JAIL AND ADMINISTRATIVE COMPLEX
CONCEPTUAL DESIGN AND COST ESTIMATE

DUE: MARCH 31, 2025

Tab 6:
Cost Proposal

Securitecture

INNOVATIVE SOLUTIONS
CORRECTIONS, JUSTICE, & PUBLIC SAFETY

With consideration of the items as the scope of work and schedule identified in Tabs 4 and 5, Securitecture proposes to perform consulting services as indicated below. This fee includes all professional fees and reimbursable expenses.

The fee shall be invoiced monthly in proportion to the work completed.

FEE COST SCHEDULE

1.	Phase 1: Pre-Project	$3,000.00
2.	Phase 2: Step 1 Pre-Charette	$5,000.00
2.	Phase 2: Step 2 Charette	$10,000.00
4.	Phase 2: Step 3 Post-Charette	$8,000.00
5.	Phase 2: Step 4 Conceptual Design	$16,000.00
6.	Final Report and Presentation	$5,000.00
	Total Professional Fee	**$47,000.00**

Reimbursable Expenses—Reimbursable expenses are included in the compensation outlined above.

HOURLY RATE SHEET

MARCH 31, 2024

SECURITECTURE HOURLY RATE SCHEDULE

CLASSIFICATION	2025 - 2027	2028 - 2029
Principal-in-Charge	$275.00	$300.00
Principal	$250.00	$275.00
Project Architect	$150.00	$170.00

BBM STRUCTURAL HOURLY RATE SCHEDULE

CLASSIFICATION	2025 - 2027	2028 - 2029
Principal	$240.00	$265.00
Senior Project Manager	$180.00	$198.00

CMTA HOURLY RATE SCHEDULE

CLASSIFICATION	2025 - 2027	2028 - 2029
Principal	$210.00	$240.00
Senior Project Engineer	$170.00	$195.00
Senior Designer	$125.00	$145.00

NEWLINES LAND CONSULTANTS HOURLY RATE SCHEDULE

CLASSIFICATION	2025 - 2027	2028 - 2029
Senior Engineer / Surveyor	$290.00	$290.00
Civil Engineering Designer — III	$195.00	$225.00
Senior Project Manager	$135 – 180.00	$135 – 180.00

INNOVATIVE FOODSERVICE DESIGN TEAM HOURLY RATE SCHEDULE

CLASSIFICATION	2025 - 2027	2028 - 2029
Design Principal	$175.00	$175.00

DESOTO COUNTY, FLORIDA

REQUEST FOR PROPOSAL—RFP NO. 2025-07-00:

DESOTO COUNTY JAIL AND ADMINISTRATIVE COMPLEX CONCEPTUAL DESIGN AND COST ESTIMATE

DUE: MARCH 31, 2025

Tab 7: References

Securitecture

INNOVATIVE SOLUTIONS
CORRECTIONS, JUSTICE, & PUBLIC SAFETY

OKEECHOBEE COUNTY BOARD OF COUNTY COMMISSIONERS:

Okeechobee County Sheriff's Office & Jail Addition and Renovation
9-month pre-design phase to determine 20-year needs, design options, construction and project costs, lifecycle costs, and staffing & operational budgets. 8-month design and bidding phase. Multi-phase construction administration. Phase 1a complete, Phase 1b and Phase 2 in construction.
Total project: 181,411 sf of new and renovated space.
Total budget: Pre-covid Estimate $48M, Post-covid Bidding and Construction $75M

304 NW 2nd Street, Room 123, Okeechobee, Florida 34972
Justin Nelson, Director, Capital Improvements | 863.763.0805 | jnelson@okeechobeecountyfl.gov

HAMILTON COUNTY BOARD OF COUNTY COMMISSIONERS:

Hamilton County Corrections Campus Master Plan, Design and Construction Administration
Master planning to determine 20- to 50-year needs and appropriate mix of programs and facilities to meet those needs, design, and construction administration of the first four phase projects—Juvenile Services Center, Community Corrections Center, Jail North (Intake and Support Services), and Jail South (Sheriff's Office, 911, EMA).
Total project: 453,850 square feet.
Total construction budget: $26M (2009-2012 cost).

1 Hamilton County Square, Suite 157, Noblesville, Indiana 46060
Doug Carter, Former Sheriff | Current Supt. Indiana State Police | 317.601.9330 | dcarter@isp.in.gov

LIVINGSTON COUNTY BOARD OF COMMISSIONERS:

Livingston County Jail Addition and Renovation
Review of previously prepared masterplan, re-design of entire concept, design and construction documents, construction administration. Addition of 220-bed pod, renovation of all existing housing pods to increase staff efficiency.
Total budget: $15.5M construction cost (2015).

304 E. Grand River Ave., Suite 201, Howell, Michigan 48843
Tom Cremonte, Former Jail Administrator | Current Risk Management Consultant | 313.670.3594 | tcremonte@mmrma.org

TIPTON COUNTY BOARD OF COUNTY COMMISSIONERS:

Tipton County Sheriff's Office & Corrections Center
Progressive Design-Build Delivery Process, programming & design charette, design and construction documents, and bidding completed in 4.5 months. Construction administration of 35,788 sf facility completed in 12 months.
Total budget: construction cost of $14M (2018).

101 E. Jefferson Street, Tipton, Indiana 46072
Tony Frawley, Former Sheriff (retired) | 765.860.2773 | tony.frawley@medalliontrans.com

FLOYD COUNTY BOARD OF COUNTY COMMISSIONERS:

James L. Shireman, Inc. — Construction Manager
Facility Assessment to determine ability to increase bed capacity without expanding the facility's square footage. Underutilized areas reconfigured to add more than 100 beds in existing space, while upgrading mechanical, electrical detention, and security.
Total budget: construction cost of $15M (2020).

3081 Progress Blvd., Corydon, Indiana 47112
Mark Shireman, Construction Manager | 812.968.0556 | mark@shireman.build

DESOTO COUNTY, FLORIDA

REQUEST FOR PROPOSAL—RFP NO. 2025-07-00:

DESOTO COUNTY JAIL AND ADMINISTRATIVE COMPLEX CONCEPTUAL DESIGN AND COST ESTIMATE

DUE: MARCH 31, 2025

Tab 8: Addendums & Required Forms

Securitecture

INNOVATIVE SOLUTIONS
CORRECTIONS, JUSTICE, & PUBLIC SAFETY

DESOTO COUNTY
JAIL & ADMINISTRATIVE COMPLEX CONCEPTUAL DESIGN &COST ESTIMATE
25-07-00RFP
Addendum #1

1. **The RFP indicated 200 beds to accommodate current and future growth. Can you share your current facility bed count and if any previous studies have been done that can be shared? If there are no studies, that is fine – we are just wanting to get as much detailed information on your operations and plans as possible. 141 Beds.** No, there has not been a Conceptual Design and Cost Estimating study done.

2. **Do you have an ideal timeline for this phase of work – Conceptual Design and Cost Estimating – to be completed?** June 15, 2025. Grant funding expires 6/30/2025.

3. **Do you have an overall timeline for full project completion that you need to meet? Construction is to be completed as funds are available.** No funds have been secured for the construction at present.

4. **Our current strategy, if we were to submit, for the existing facilities condition assessment is high level. In example, we had not planned on hiring mechanical and structural engineers to assess the existing buildings. Is this strategy in alignment with your expectations, or would you expect a more rigorous assessment to take place?** The assessment of the existing jail and administrative complex is to analysis the conditions and deficiencies which will help with the conceptual design of the new buildings for safety and security considerations.

5. **Has Desoto County worked with another architect or firm recently on this project?** No.

6. **Does Desoto County have a preferred Civil Engineer(s) that we could strive to include on our team?** No.

7. **What are some of Desoto County's top priorities for this project (i.e. completion date, minimizing costs, staff safety)?** To design a 200 bed jail facility with appropriate security measures. Along with Administrative office spaces that support the jail's operations and other County functions. To

provide parking areas for staff, visitors, and inmates. And the evaluation of environmental, safety, and security considerations.

8. **What are some of Desoto County's greatest concerns for this project?** The timeliness for the design to be completed before the funding expires. If the County is aware of a timeline, there may be a chance to request a time extension.
9. **If awarded the concept design, would design firms be precluded from the design work for the DeSoto County Jail and Administration building?** No

DESOTO COUNTY
JAIL & ADMINISTRATIVE COMPLEX CONCEPTUAL DESIGN &COST ESTIMATE
25-07-00RFP
Addendum #1

Addendum # 1 dated this 19th day of March 2025.

Cindy Talamantez

Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidders receipt of addendum # 1 by

Signature: _____

Company: SECURITECTURE, LLC

Date: 3/25/2025

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

SUBMITTED BY: Securitecture, LLC
NAME: Joseph M. Mrak, AIA
ADDRESS: 7381 E. 209th St. Noblesville, IN 46062
PRINCIPAL OFFICE: 7381 E 209th St. Noblesville, IN 46062

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: Securitecture, LLC

The address of the principal place of business is:
7381 E. 209th Street, Noblesville, IN 46062

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

a. Date of Incorporation: March 31,2016

b. State of Incorporation: Indiana, Florida, Michigan

c. President's name: Joseph M. Mrak, AIA

d. Vice President's name: Sole Proprietor

e. Secretary's name: Sole Proprietor

f. Treasurer: Sole Proprietor

g. Name and address of Resident Agent:

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:

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?

Nine (9) years

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

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.

Architect: Joseph M. Mrak AIA, AR0015626; Business: Securitecture, LLCM16000003331

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_X___ Yes (explain in what capacity)

10. Did you attend the Pre-Proposal Conference? Yes _____ No 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	
Okeechobee County Board of County Commissioners	Justin Nelson, Capital Improvements Director	210 NW 5th Ave. Okeechobee, FL 34972	Email jnelson@okeechobeecountyfl.gov Telephone (863) 763-0805
Tipton County Sheriff's Office	Tony Frawley,Sheriff Retired		Email tony.frawley@medalliontrans.com Telephone (765) 860-2773
Livingston County Board of County Commissioners	Tom Cremonte, Jail Administrator, Retired Risk Management Consultant	14001 Merriman Livonia, MI 48154	Email tcremonte@mmrma.org Telephone (313) 670-3594

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

Joseph M. Mrak, AIA has 44 years of specialization in Corrections, Justice, and Public Safety Design. (See resume in Tab 1)

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

Joseph M. Mrak, AIA President / CEO

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 Okeechobee

On this the 24th day of March, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared Joseph M. Mrak 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.

Ashley Mullin
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Ashley Mullin
(Name of Notary Public: Print, stamp, or type as commissioned.)

Notary Public State of Florida
Ashley Mullin
My Commission HH 472741
Expires 12/13/2027

X Personally known to me, or

_____ Produced identification:

_____

_____ DID take the oath, or

_____ DID NOT take the oath.

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** _X_ **Corporation**

Name of Proposing Firm:

Securitecture, LLC

Mailing Address:

7381 E. 209th Street, Noblesville, IN 46062

Location Address:

7381 E. 209th Street, Noblesville, IN 46062

City & State: _____ **ZIP:** _____

Telephone: (317) 695-6725 **Fax Number:** _____

Name/Title of person authorized to bind the Company: Joseph M. Mrak, AIA / President / CEO

Signature of person authorized to bind the Company: _____

Date: March 25, 2025

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Securitecture, LLC (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.

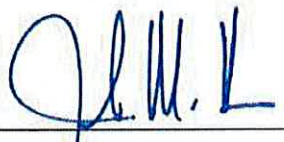
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

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: March 25, 2025

DESOTO COUNTY
CONTRACTOR/CONSULTANT/VENDOR
E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF _____

BEFORE ME, the undersigned authority, appeared Joseph M. Mrak, 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 / CEO of Securitecture, LLC (the "Contractor/Consultant/Vendor").

4. I am authorized by Securitecture, LLC 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: Joseph M. Mrak, AIA
As its: President / CEO
Dated: March 24, 2025

STATE OF Florida
COUNTY OF Okeechobee

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☑ online notarization, this 24th day of March, 2025, by Joseph M. Mrak, on behalf of _____, who is personally known to me or who has produced _____ as identification.

Notary Public State of Florida
Ashley Mullin
My Commission HH 472741
Expires 12/13/2027

Ashley Mullin

Print Name: Ashley Mullin
Notary Public of the State of Florida

My Commission Expires: 12/13/27

HUMAN TRAFFICKING AFFIDAVIT
SECTION 787.06, FLORIDA STATUTES

Before me, the undersigned authority, personally appeared Joseph Mrak, AIA, whom after being duly sworn, deposes and states:
(Affiant)

1. My name is Joseph M. Mrak, AIA and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with Securitecture, LLC, a non-governmental entity. I am authorized to provide this affidavit on behalf of Securitecture, LLC.

3. The non-governmental entity, Securitecture, LLC, does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

March 24, 2025

(Affiant)

STATE OF FLORIDA
COUNTY OF Okeechobee

Sworn to and subscribed before me by means of ☐ physical presence or ☒ online notarization, this 24th March, 2025 by Joseph M. Mrak on behalf of _____, who is personally known to me or has produced _____ as identification.

Notary Public
Name (Printed) Ashley Mullin

My commission expires 12/13/27.

(Printed typed or stamped Commissioned name of Notary Public)

Notary Public State of Fl
Ashley Mullin
My Commission HH
Expires 12/13/2

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 Securitecture, LLC [name of firm]

   is 7381 E. 209th Street, Noblesville, IN 46062

2. My relationship to Securitecture, LLC [name of firm]

   is President / CEO
   [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 _____.~~

~~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 Okeechobee

On this the 24th day of March, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared Joseph M. Mrak, AIA 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:

Notary Public State of Florida
Ashley Mullin
My Commission HH 472741
Expires 12/13/2027

Ashley Mullin
(Name of Notary Public: Print, stamp, or type as commissioned.)

X Personally known to me, or

_____ Produced identification:

_____

_____ DID take the oath, or

_____ DID NOT take the oath.

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,
Joseph M. Mrak, AIA, who after being duly sworn, deposed and said that he is the fully authorized President / CEO of Securitecture, LLC
(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 24TH DAY OF MARCH, 2025. NOTARY PUBLIC

AFFIANT

Company Name: Securitecture, LLC

Address: 7381 E. 209th St. Noblesville, IN 46062

Phone Number: (317) 693-6726

Signature: _____

NON-COLLUSION AFFIDAVIT IN THE STATE OF Florida IN THE COUNTY OF Okeechobee 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 24th day of March, 2025 NOTARY PUBLIC in and for the State of Florida Signature

Seal

Notary Public State of Florida
Ashley Mullin
My Commission HH 472741
Expires 12/13/2027

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

President / CEO
Title

Securitecture, LLC
Contractor/Firm

7381 E. 209th Street, Noblesville, IN 46062
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:

[X] 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

President / CEO
Title

Securitecture, LLC
Contractor/Firm

7381 E. 209th Street, Noblesville, IN 46062
Address

With consideration of the items as the scope of work and schedule identified in Tabs 4 and 5, Securitecture proposes to perform consulting services as indicated below. This fee includes all professional fees and reimbursable expenses.

The fee shall be invoiced monthly in proportion to the work completed.

FEE COST SCHEDULE

1.	Phase 1: Pre-Project	$3,000.00
2.	Phase 2: Step 1 Pre-Charette	$5,000.00
2.	Phase 2: Step 2 Charette	$10,000.00
4.	Phase 2: Step 3 Post-Charette	$8,000.00
5.	Phase 2: Step 4 Conceptual Design	$16,000.00
6.	Final Report and Presentation	$5,000.00
	Total Professional Fee	**$47,000.00**

Reimbursable Expenses—Reimbursable expenses are included in the compensation outlined above.

FIRST AMENDMENT TO
DESOTO COUNTY
JAIL & ADMINISTRATIVE COMPLEX CONCEPTUAL DESIGN & COST ESTIMATE AGREEMENT
Proposal No. 25-07-00RFP

THIS FIRST AMENDMENT to the Agreement is made this _____ day of _____, 2025, by and 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 **SECURITECTURE, LLC**, a Corporation, authorized to do business in the State of Florida, hereinafter referred to as ("CONSULTANT"), whose address is 7381 East 209th Street, Noblesville, Indiana 46062, and is made part of the original Agreement between the COUNTY and CONSULTANT dated April 22, 2025 (hereinafter "Agreement").

RECITALS

WHEREAS, the Agreement between COUNTY and CONSULTANT requires completion of all services no later than June 15, 2025; and

WHEREAS, the COUNTY and CONSULTANT desire to amend the Agreement to extend the time for performance of services through **July 30, 2025**.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to amend the Agreement as follows:

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. AMENDING TIME OF PERFORMANCE

Section III of the Agreement is deleted in its entirety and replaced with the following text:

> CONSULTANT agrees to diligently and timely perform professional engineering services for the COUNTY as more particularly described in the Scope of Services set forth in Exhibit "A".
>
> This Agreement shall commence immediately upon execution by both the COUNTY and the CONSULTANT. The CONSULTANT shall complete the entire Project no later than July 30, 2025, in accordance with the Project Phases and Timeline set forth in Exhibit "C".

Section X, Subsection (A) of the Agreement is deleted in its entirety and replaced with the following text:

A. The Services to be rendered by the CONSULTANT shall commence immediately upon execution by both the COUNTY and the CONSULTANT. The CONSULTANT shall complete the entire Project no later than July 30, 2025, in accordance with the Project Phases and Timeline set forth in Exhibit "C".

Except as specifically provided for herein, all terms and conditions of Section X of the Agreement shall remain in full force and effect.

SECTION 3. AMENDMENT TO EXHIBIT "C"

The Project Schedule and Timeline included in Exhibit "C" of the Agreement shall be deleted and replaced with the Revised Project Schedule and Timeline attached hereto as Attachment "A".

Except as specifically provided for herein, all other terms and conditions and attachments included in the original Exhibit "C" to the Agreement shall remain in full force and effect.

SECTION 4. FULL FORCE AND EFFECT

Except as otherwise provided for in this First Amendment, all other provisions of the April 22, 2025 Agreement 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 Agreement as of the _____ of _____ 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

By: _____
Mandy J. Hines
County Administrator

By: _____
J.C. Deriso
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

_____
Valerie Vicente
County Attorney

Date: _____

WITNESSES:

_____

_____

SECURITECTURE, LLC

By: _____

Printed Name: _____

Title: _____

Securitecture is prepared to begin work immediately following your authorization to proceed and proposes to complete the work within the following schedule:

PROJECT PHASES AND TIMELINE

1. Phase 1: Pre-Project	April 22 – 29, 2025
2. Phase 2: Step 1 Pre-Charette	April 29 – May 14, 2025
2. Phase 2: Step 2 Charette	May 15, 2025
4. Phase 2: Step 3 Post-Charette	May 15 – June 13, 2025
5. Phase 2: Step 4 Conc. Design and Draft Report	June 13 – July 7, 2025
6. Presentation to Commissioners	July 8, 2025
7. Final Report and Presentation	Before July 30, 2025

Securitecture plans to create a detailed schedule with you and your staff that accommodates your needs and reduces the impact on your staff. Some of the activities within these steps may overlap with each other and are not completely linear. There is a very good possibility that we can compress this schedule due to overlapping activities.

We will meet on a regular two-week schedule to keep the momentum of our efforts moving forward in an active and collaborative fashion. Most meetings will be in-person, however we may hold some virtual meetings if it appears more efficient for your staff.

Attachment "A"

DeSoto County

6/10/2025

Item #: 7.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 9:00 am
☐ Public Hearing Policy

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

TITLE & DESCRIPTION:
Policy/Indigent Burial

REQUESTED MOTION:
To approve the policy as presented

SUMMARY:
The policy is to provide uniform guidance pursuant to Chapter 406, Florida Statutes for the determination of unclaimed or indigent deceased who have passed away in DeSoto County. The policy also increases the amount per indigent burial from $785 to $810.

BACKGROUND:
The County currently has a policy for indigent burial but there is a need to make it more definitively outlined.

FUNDS:
Budget Amount: **$8,000.**
Actual Agenda Item: **N/A**
Cost: **N/A**
Account Number: **001-31165643104000**
Explanation:

DESOTO COUNTY

Board of County Commissioners
Social Services
201 East Oak Street Suite 202
Arcadia, Florida 34266
(863) 993-4858
(863) 993-4857 Fax
www.desotobocc.com

POLICY CONCERNING
INDIGENT OR UNCLAIMED REMAINS DISPOSITION

PURPOSE:

To provide uniform guidance pursuant to Chapter 406, Florida Statutes for the determination of unclaimed or indigent deceased and outline definitively the DeSoto County Board of County Commissioners policy regarding disposing of deceased, indigent, and unclaimed remains, which are required, by law, to be disposed of at public expense (the "Program").

OVERVIEW

Florida law states that all counties are charged with the burial or cremation of unclaimed or indigent remains at the counties' expense. Pursuant to sections 406.50(5) and 406.52(2), Florida Statutes, the County Commissioners or other legally authorized person in the county where such person died is responsible to cause the remains to be buried or cremated per the rules, laws, and practices for disposing of such unclaimed remains. The law was enacted to ensure that unclaimed and indigent remains are properly disposed of for public health purposes. DeSoto County does not supplement funeral expenses.

In DeSoto County, County staff work to determine the eligibility of the deceased for the Program. Presently, the Designated person/or Designated Entities as defined below is the Social Services Director and the Social Services Department is responsible for ensuring this policy is followed and is hereby appointed as the legally authorized person to act on the County's behalf. After being identified for eligibility by staff, all unclaimed or indigent cremations are coordinated between the local funeral home and DeSoto County, through contract. The contracted funeral home then disposes of the remains in accordance with Florida Law.

POLICY AND PROCEDURE:

Definitions

Definitions as used in this policy are:

"Designated person/or Designated Entity" means the County personnel or entity to perform the services of determining eligibility of a deceased for the Program and/or for the proper disposal of the deceased's remains.

"Legally authorized person" means in the priority listed: the surviving spouse; a son or daughter who is 18 years of age or older; a parent; a brother or sister who is 18 years of age or older; a grandchild who is 18 years of age or older; a grandparent; or any person in the next degree of kinship. In addition, the term may include, if no family member exists or is available the guardian of the deceased person at the time of death; the personal representative of the deceased; the attorney of fact of the deceased person at the time of death; the health surrogate of the deceased person at time of death; a representative of a nursing home or other health care institution in charge of final disposition; or a friend or other person, including a member of a representative community organization not listed in this definition that is willing to assume the responsibility as the legally authorized person.

"Indigent person" means persons whose family income does not exceed 100 percent of the current federal poverty guidelines prescribed for the family's household size by the United States Department of Health and Human Services.

"Unclaimed remains" means human remains that are not claimed by a legally authorized person (as defined in section 497.005, Florida Statutes), other than a medical examiner or the Board of County Commissioners, for final disposition at the person's expense.

QUALIFICATIONS UNDER THE PROGRAM

In accordance with Chapter 406, Florida Statutes, DeSoto County will provide for direct cremation under this Program for deceased persons who died within DeSoto County who meet the following criteria:

1. Was unclaimed by any legally authorized person, including, but not limited to: relative by blood or marriage, friend, fraternal society, charitable or religious organization, or governmental agency providing residential care to the deceased at the time of his or her death, and there is no court order affecting the disposal of the remains of the deceased; or

2. Was determined by the Designated person/or Designated Entity to be indigent and the deceased's relatives and/or friends have refused to claim the body or are also indigent.

Direct cremation is the only approved form of disposal under this Program unless otherwise authorized by court order, with the exception of the following:

- A veteran who is eligible to be buried at either Florida National Cemetery or Sarasota National Cemetery. The National Cemeteries shall provide the plot, opening and closing, liner or vault and plaque. The County will authorize payment for preparing the deceased body and transportation to the National Cemetery; or

- Should the deceased be unidentified such remains shall not be cremated but shall instead be buried at the County's expense.

ELIGIBILITY DETERMINATION PROCEDURE FOR UNCLAIMED STATUS

For purposes of determining whether a deceased is unclaimed the Designated person/or Designated Entities shall make all reasonable efforts to contact the next of kin or other legally authorized person to see whether said individual(s) would be willing to claim the deceased.

1. If a legally authorized person claims the deceased and is not indigent, the deceased is not eligible for cremation under this Program and shall be surrendered to the claimant for interment.

2. If no legally authorized person is found the Designated person/or Designated Entities shall document the procedures it went through in making a reasonable effort to contact the next of kin or other legally authorized person, and shall process the deceased for disposal under the Program.

3. If legally authorized person(s) are found by the Designated person/or Designated Entities, but said legally authorized person(s) refuse to claim the deceased, the Designated person/or Designated Entity shall make efforts to have the legally authorized person sign a Refusal to Claim form, regardless of whether the Refusal to Claim form is signed the Designated person/or Designated Entities shall document the file and shall process the deceased for disposal under the Program.

4. If the legally authorized person claims the deceased and is claiming indigency of the deceased and/or the legally authorized person, then the eligibility determination procedures for indigent status, below, must be followed by the Designated person/or Designated Entities to determine eligibility.

ELIGIBILITY DETERMINATION PROCEDURES FOR INDIGENT STATUS

For those deceased which are not unclaimed, but instead identified to be indigent, an eligibility determination shall be based on the Designated person/or Designated Entities review of the deceased persons and the legally authorized person(s) claiming the deceased's resources, including income and assets, and a determination of need. Upon notification by a reporting individual that a person appears to be indigent, the Designated entity of County personal shall first have the reporting individual provide them with information on an intake form created by County Administration with the assistance of the County Attorney's office. To the extent available, the following information should be provided as part of the intake procedures to determine indigency:

1. RESOURCES INFORMATION

Total monthly gross income, assets, and contributions from any source to the family unit are considered. DeSoto County uses the resource guidelines for the economically disadvantaged, known as the Federal Poverty Guidelines to determine eligibility of this program. Will update as FPG updates.

2. GROSS INCOME INFORMATION

Gross income is the sum of a "family unit's" total income before any deductions are made.

3. INCOME CONSIDERED FOR APPROVAL, includes:

Gross wages and salary of the applicant, applicant's legal spouse, and other members of the household family unit.
Child Support
Alimony
Unemployment Compensation
Worker's Compensation

Veteran's Pension
Social Security or Supplemental Security Income
Pensions, Annuities, and/or Dividends
Interest on Savings or Bonds
Income from Estates or Trusts
Net rental income or royalties
Net income from Self-Employment
Contributions from any source.

4. ASSETS

Any property in which the spouse or deceased owns that is not homesteaded by spouse.
Vehicles if more than one (per household driver) determined by Kelley Blue Book.
Travel Trailers, motor cycles, or recreational vehicles. Value determined by a statement from a commercial seller of such recreational assets.
Checking and savings accounts.
Trusts. Value will be based on the principal of the trust and verified by statement from the trustee.
Stocks and Bonds. Value verified by value listed in stock value section of statement from a knowledgeable source.
Any other assets to which family unit has access.

3. Within 24 hours of receipt of the completed application, the Designated person/or Designated Entities shall advise the applicant if the individual income meets the current U.S. Department of Health and Human Services (HHS) poverty guidelines.

4. Cremation or burial is not to exceed $810.00 per deceased. The County shall only approve burial for religious reasons or unidentified deceased.

ADDITIONAL PROCEDURES FOR QUALIFICATION:

Once the deceased is determined to be unclaimed and/or indigent, the following procedures shall be followed to determine whether the deceased qualifies under this Program:

1. Confirm that the deceased died in DeSoto County, Florida. If the deceased did not die within the County the deceased does not qualify for the Program and should be referred to the Board of County Commissioners in the county in which the individual died.

2. Reasonable effort will be made to determine whether or not the deceased person is entitled to burial in a national cemetery as a veteran of the armed forces and if so arrangements shall be made for such burial services by the provisions of 38 C.F. R. For purposes of this section, "a reasonable effort" includes contacting the DeSoto County Veterans Service Officer or regional office of the United States Department of Veteran Affairs. To ensure that the County has taken every precaution to determine veteran status of the decedent, there will be three steps:

a. Seek verification from the Social Security Office if they have any record of veteran status. They only have knowledge of veteran status if the decedent has ever provided them with documentation specific to Veteran benefits.

b. Reach out to the DeSoto County Department of Veteran's Affairs with the name, date of birth, and social security number; or

c. If steps a and b do not yield a positive veteran status, call the Department of Veteran Affairs (GCVHCS) at 228-523-5122 to inquire as to the decedent's status as a veteran. The office may also be able to assist with locating next of kin for the deceased veteran.

5. Notify the State Anatomical Board, located at the University of Florida Health Science Center, if the deceased meets the criteria as outlined in section 406.50, Florida Statutes. If the body is accepted by the State Anatomical Board, the funeral home shall proceed according to subsection 406.50(2), Florida Statutes. The University of Florida Health Science Center Anatomical Board shall be responsible for the cost of preparation and transportation of the body to the Center. If the body is not accepted, the funeral home shall proceed with the cremation of the deceased.

   Notification of the Anatomical Board is **not** required if the death was:

- Caused by crushing injury
- Deceased had a contagious disease
- Autopsy was required to determine the cause of death
- The body was in a severe state of decomposition
- Relative, by blood or marriage, claims the body for burial at the expense of the relative
- Any friend, or any representative of a fraternal society of which the deceased was a member, or representative of any charitable or religious organization, or a governmental agency providing residential care to the indigent person at the time of death claims the body for burial at their expense.

If the Designated person/Designated Entity determines that the deceased died in DeSoto County, is not eligible for interment at the National Cemetery, and is not needed by the State Anatomical Board, then the deceased qualifies for this Program. The Designated person/Designated Entity shall process the deceased for disposal, cremation or burial if unidentified, with a Funeral Home.

AUTHORITY TO CONTRACT FOR SERVICES UNDER THIS POLICY

The Board of County Commissioners may enter into an agreement with an entity operating within the State of Florida to provide any or all of the Designated Person/Designated Entity services under this policy to make determinations regarding the disposal of deceased remains in accordance with this Policy. Such entity shall satisfy all requirements of the State of Florida to perform the services under this policy and Chapter 406, Florida Statutes. If more than one entity is utilized for purposes of this policy, said

entity will be included on a list and assigned services on a rotational basis. The list of entities shall be utilized in determining where to send the remains of unclaimed deceased persons.

If no entity within Florida can fulfill the services set forth in this policy in a reasonable and cost-effective manner, then the Board may designate those responsibilities to the County Administrator and his or her designee or department to ensure that the procedures are followed. Presently, the County's Department of Social Services is the Designated person/Designated Entity.

DURATION OF TIME FOR CREMAINS TO BE HELD AND RECOVERY OF CREMAINS

Cremains shall be held at a location designated by the Designated Entity for a period of no less than one hundred twenty (120) days from the date of cremation as provided for in section 497.607(2), Florida Statutes. Prior to internment or proper disposal of the cremains, should county cremation expenses be reimbursed to the County by a legally authorized person, including, but not limited to: relatives, friends, fraternal society, charitable or religious organization or governmental agency which provided care to the deceased or if the family member is also found to be indigent, which shall be determined by providing sufficient proof of indigence, the Designated Entities shall release the cremains to said legally authorized person upon execution by said individual/entity of a hold harmless form provided by the County.

If the cremains are not claimed after this period, they will continue to be held by the Designated Entities or funeral home until proper disposal as provided or allowed by law in Chapter 497, Florida Statutes.

RECOUPMENT OF FUNDS FOR CREMATION

Upon receiving and paying an invoice to cremate indigent or unclaimed remains, the County shall record a notice of Funeral, Internment, and Grave Marker Expenses Paid by the County in the public records of the County under the deceased's name.

County Administration and the County Attorney's Office are authorized, where feasible to make attempts to recover expense(s) from the following resources to recoup the cost for cremation: 1) Social Security Lump Sum Benefits; 2) any probate administration of the deceased's estate; and/or 3) Miscellaneous Resources, i.e. Nursing Home, cash estates, assets in bank, life insurance, etc.

NO EFFECT ON MEDICAL EXAMINER AND OR COURT

This policy does not affect the right of a medical examiner to transport or hold human remains for the purpose of investigating the cause of death or the right of any court of competent jurisdiction to enter an order affecting the disposition of such remains.

SUPERCEEDING OTHER POLICIES AND EFFECTIVE DATE

This policy shall supersede any current policies of the DeSoto County Board of County Commissioners pertaining to unclaimed and indigent remains. The effective date of this policy shall be immediately upon adoption by the Board of County Commissioners.

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, ON THE _____ OF _____, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

_____

Mandy Hines
County Administrator

By: _____

J.C Deriso
Chairman

Approved as to form and legal sufficiency:

_____

Valerie Vicente
County Attorney

HHS Poverty Guidelines for 2025

Join our listserv to stay up-to-date on the latest news regarding the poverty guidelines.

2025 POVERTY GUIDELINES FOR THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA	
Persons in family/household	**Poverty guideline**
1	$15,650
2	$21,150
3	$26,650
4	$32,150
5	$37,650
6	$43,150
7	$48,650
8	$54,150
For families/households with more than 8 persons, add $5,500 for each additional person.	

DeSoto County

Indigent or Unclaimed Body Disposition Affidavit

I _(employee/owner name)__, employee or owner of _(funeral home name)_ funeral home do swear that I have made a reasonable effort to determine the identity of and reasonably effort to contact any relatives of the below-mentioned deceased person.

_____ or _____
Deceased Name Deceased M E Case Number, if applicable

_____ _____

Signature of Employee/Owner Date

STATE OF _____

COUNTY OF _____

Personally came and appeared before me, the undersigned Notary, the within named _____, who is a resident of _____ County, State of _____, and makes this his/her statement and General Affidavit upon oath and affirmation of belief and personal knowledge that the above matters, facts and things set forth are true and correct to the best of his/her knowledge:

SWORN to subscribed before me, this ____ day of _____, 20___

_____

NOTARY PUBLIC

My Commission Expires: _____

DeSoto County Unclaimed Indigent Cremation Application

Applicant / Next of Kin Information Application Date: _____

Applicant Name: _____
SSN: _____-_____-_____
Home address: _____
Phone number: _____
Relationship to deceased: _____
Marital Status _____ Number of occupants in household: _____
Any Bank Accounts– yes or no

Anyone Asking to Receive the Deceased Person's Cremains Must Be Determined Indigent AND Must Complete and Return the Attached Application for Determination of Indigent Status

---

Deceased Information

Deceased Name: _____
Date of birth: _____
Date of death: _____
Place of Death: _____
SSN: _____-_____-_____ Martial status: _____
Name of Spouse: _____
Children: yes or no Names of Children over 18 years-old
_____
Address at time of death: _____
Rent or own home
Monthly Income: _____ Source of Income:
_____
Other property owned: _____
Vehicles: _____
Number of occupants in household: _____ Any Bank Accounts: yes or no
Balance in Account (to include checking, savings and C.D.s) $ _____
(**include copies of two months of statements**)
Name and Location of Bank
_____
_____
Value of stocks, bonds, retirement accounts, etc. _____ Life insurance: yes or no Will: yes or no
Veteran/Branch of Service : _____ (**please include DD214 or discharge documents**)
Receiving Veteran's Benefits : yes or no

These forms must be completed in their entirety for the eligibility process to begin, this includes requested documentation.

Board of County Commissioners

INSERT DATE

State of Florida

Subject: /DeSoto County Unclaimed Indigent Program

Dear,

Our sympathy and condolences are with you at this time regarding your . Florida Law states that all counties are charged with the burial of unclaimed indigent remains at the county's expense. Through this program all decedents are cremated. DeSoto County does not have a program that supplements funeral expenses, and viewing at the funeral home is **not** available.

The County's program does **not** supplement a private service, but steps into the shoes of the family to see to the final disposition of the deceased. Unless both the decedent and the next of kin qualify as indigent the County does not return cremains to the next of kin. When these two conditions are not met, cremains are not returned to the next of kin unless reimbursement, in the amount of $_____, is made. The family has up to 6 months to make payment prior to disposal of the cremains.

Please note, indigency qualification is based on federal poverty guidelines for the deceased and legally authorized person in accordance with Florida Statures, 497.005(43). Financial information, to include insurance, income, and assets, will be reviewed to determine eligibility.

If you and/or family members wish to apply for this program on behalf of the deceased please complete the attached forms and return them by _____ to DeSoto County Board of County Commissioners offices located at _____. If you have any questions, please contact me by _____.

Sincerely

DECLARATION OF LEGAL AUTHORITY

I, _____, hereby declare that I am willing to assume the responsibility, as the legally authorized person, to direct the cremation and disposition of the remains of _____. I further declare that I am not aware of any person of the same class of priority or higher priority class having an objection to the cremation of the remains of _____.

_____
Signature
Date: _____

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this ____ day of _____, 20___, by _____, by means of _____ physical appearance or _____ online notarization and _____ who is personally known to me or who produced _____ as identification.

_____
NOTARY PUBLIC

(SEAL)

DECLARATION OF NEXT OF KIN PRIORITY

I, _____, hereby declare that I am willing to assume responsibility, as the legally authorized person, to direct the cremation and disposition of the remains of _____ (the "deceased"). My relationship to the deceased is as follows _____. I am aware of the following person or persons having higher priority class:

1. _____ [name and relationship to the deceased' whose contact information is _____.

2. _____ [name and relationship to the deceased' whose contact information is _____.

(attach page if more)

I have attempted to contact the above-named individual(s) without success, and have provided the above information to DeSoto County's Indigent Cremation Program.

I am not aware of any person of the same class of priority or higher priority class having an objection to the cremation of the remains of _____.

_____
Signature
Date: _____

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this ____ day of _____, 20___, by _____, by means of _____ physical appearance or _____ online notarization and _____ who is personally known to me or who produced _____ as identification.

_____
NOTARY PUBLIC

(SEAL)

NEXT OF KIN AUTHORIZATION

I, _____, next of kin and individual legally authorized to claim the cremains of decedent, _____ hereby _____ do/_____ do not authorize DeSoto County to communicate with _____ in all matters related to the final disposition of the decedent, _____.

_____
Signature
Date: _____

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this ____ day of _____, 20___, by _____, by means of _____ physical appearance or _____ online notarization and _____ who is personally known to me or who produced _____ as identification.

_____
NOTARY PUBLIC

(SEAL)

NEXT OF KIN STATEMENT

Applicant Name: _____
Home Address: _____
Phone Number: _____
Relationship to Deceased: _____

Are you aware of any relative who could assume responsibility for the deceased?
____ yes / ____ no

If yes, please provide Name:
_____
Address: _____
Relationship to Deceased: _____
Contact Information: _____

I, _____ (Applicant Name) authorize DeSoto County to cremate the body of_____ (deceased) consistent with the chapter 406, Florida Statutes.

SELECT ONE BELOW:
____ I do not claim the body or cremains of the deceased.'

____ I wish to apply for indigency status and request the return of cremains of the deceased.

I agree to indemnify and hold the County harmless from all claims, damages, liabilities or suits of any nature whatsoever arising out of, because of, or due to the cremation, including but not limited to costs and reasonable attorney's fees.

_____
Signature
Date: _____

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this ____ day of _____, 20___, by _____, by means of _____ physical appearance or _____ online notarization and _____ who is personally known to me or who produced _____ as identification.

_____
NOTARY PUBLIC

(SEAL)

AFFIDAVIT OF NEXT OF KIN RIGHT OF POSSESSION OF PERSONAL PROPERTY OF DECEASED

BEFORE ME, the undesigned authority, duly authorized to take acknowledgements and administer oaths, personally appeared _____ ("Affiant"), who being first duly sworn and put under oath deposes and says under penalty of perjury that:

I, _____, am over the age of 18 and have personal knowledge of matters set forth herein.

I presently reside at _____ and my driver's license number, a copy of which is attached hereto, is _____ for the state of _____.

I acknowledge that DeSoto County through its Unclaimed/Indigent Cremation Program is in possession of the following personal property of _____ (the "decedent"): LIST THE PERSONAL PROPERTY.

I hereby swear and affirm that I, as _____ {insert relationship} to the decedent hold priority as next of kin in accordance with the laws of the state of Florida, that no other person or persons have higher priority, and that I have the legal right of possession of decedent's personal property listed above which is in possession of DeSoto County.

I hereby affirm that to the best of my knowledge there ___ is/_____ is not [check one] a last will and testament and/or trust of the Decedent. If there is a last will and testament and/or trust, a copy of it is attached, and expressly states that I am entitled to receive the decedent's personal property which is in the possession of DeSoto County.

Affiant affirms that there are no outstanding disputes between next of kin of decedent related to the personal property of decedent.

I, affirm that this affidavit is given for the purpose of inducing DeSoto County, a political subdivision of the State of Florida, to release decedent's personal property listed above to my possession. I further acknowledge that DeSoto County and its officers, employees and agents are relying upon the statements set forth herein to be true and correct. Affiant hereby holds DeSoto County, its officers, employees and agents harmless and fully indemnifies same with respect to matters set forth herein.

I am familiar with the nature of the oath and with the penalties as provided in the laws of the United States and state of Florida for falsely swearing to statements made in an instrument of this nature. I have read and fully understand the contents of this Affidavit.

_____
Signature
Date: _____

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this ____ day of _____, 20___, by _____, by means of _____ physical appearance or _____ online notarization and _____ who is personally known to me or who produced _____ as identification.

_____
NOTARY PUBLIC

(SEAL)

DESOTO COUNTY UNCLAIMED REMAINS HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT is entered into this _____ day of , 202__, County of _____, State of Florida, between (signer's name) and DeSoto County.

COMES NOW, (signer's name and relationship to deceased), who by my signature herewith, hereby attest and state I am personally representing any and all family members of the deceased _____(Decedent's name), in all matters concerning his /her final disposition.

Who by my signature herewith, hereby attest that I, nor any other family member, have the monetary means to contract with a funeral home to purchase a final disposition for our loved one; nor are insurance proceeds available for this purpose.

Who attests that I, and / or any other family member(s) available, have been advised that this program consists of a direct cremation of our loved one and fully understand that by direct cremation, it means the funeral home will arrange to transport the deceased to the funeral home, cremate and dispose of the remains in accordance with State Law.

By my signature on this document, I hereby acknowledge that I and / or all other family members available understand that by participating in the County's indigent program, there is no viewing, no service, and no death certificate provided. The decedent's cremains will not be returned to the next of kin unless redeemed by payment of $_____ prior to_____.

I acknowledge and understand that cremation is the sole procedure for cases of indigence when family members do not assume the monetary responsibility for the burial / cremation, etc., of their loved one. In addition, I also acknowledge that I, and other family members may be required to provide the funeral home with our most current Wage and Tax Statement (W-2).

Thus said, I am assured the remains of our loved one will be handled and disposed of by the funeral home in accordance with the Laws of the State of Florida. To the fullest extent permitted by law, _____(signer's name), et al, shall indemnify and hold harmless the COUNTY, its officers and employees from liabilities, damages, losses and costs including, but not limited to reasonable attorney fees in the matter of the cremation of _____ _____ (decedent's name)

To the fullest extent permitted by law, _____(signer's name), et al, shall indemnify and hold harmless DESOTO COUNTY, its officers and employees from liabilities, damages, losses and costs including, but not limited to reasonable attorney fees in the matter of the cremation of _____(decedent's name).

This Agreement will be a part of the decedent's file retained by Okaloosa County. Terms of this agreement shall bind and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

I understand and execute voluntarily this Hold Harmless Agreement and have carefully read and reviewed this document.

_____
Signature

_____
Printed name

SWORN to or affirmed by and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20_____, by _____who is _____ personally known to me or who produced _____ as identification.

(seal)

_____
NOTARY PUBLIC

DeSoto County

6/10/2025

Item #: 8.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 9:00 am
☐ 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
2018-62	2018 PROGENY PREVA DC DENTAL X-RAY	11009582	001	7132	9/21/2018	$4,299.00	$ -	SEND TO INTERNET AUCTION
2009-70	CAT WHEEL LOADER 930H	DHC01304	400	4230	3/12/2009	$212,350.00	$ -	SEND TO INTERNET AUCTION
2009-59	DIXIE CHOPPER CLASSIC 3360 MOWER	9091961	400	4230	9/3/2009	$7,499.00	$ -	SEND TO INTERNET AUCTION
2018-09	2006 STERLING LEACHATE SEMI TRUCK	2FWJA3CVX6AV27485	400	4230	1/16/2018	$19,000.00	$ -	SEND TO INTERNET AUCTION

DATE APPROVED: _____

_____

MANDY J. HINES

BOARD OF COUNTY COMMISSIONERS

By: _____

DeSoto County

6/10/2025

Item #: 9.

☒ Consent Agenda ☐Quasi-Judicial Public Hearing
☐ Regular Business 9:00 am
☐ Public Hearing Other

DEPARTMENT: Engineering
SUBMITTED BY: **Cindy Talamantez**
PRESENTED BY: **Michael Giardullo**

TITLE & DESCRIPTION:
Sovereignty Submerged Lands Easement-CR 769 Bridge over Horse Creek (Bridge 040022).

REQUESTED MOTION:
Authorize the Chairman to sign the Instrument Sovereignty Submerged Lands Easement as required for the CDBG-MIT funded project for improvements to the CR 769 Bridge over Horse Creek (Bridge 040022)

SUMMARY:
Sovereignty Submerged Lands Easement-CR 769 Bridge over Horse Creek (Bridge 040022)

BACKGROUND:
DeSoto County has obtained CDBG-MIT funding for improvements to the CR 769 Bridge over Horse Creek (Bridge 040022). As part of the design, permits have been obtained through the Southwest Florida Water Management District and the Army Corps of Engineers. The permitting conditions that the County is required to obtain a Sovereignty Submerged Lands Easement through the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

FUNDS:
Budget Amount: **No Monetary requirement**
Actual Agenda Item Cost: **No Monetary requirement**
Account Number: **No Monetary requirement**
Explanation: **No Monetary requirement**

FLORIDA DEPARTMENT OF Environmental Protection

Marjory and Archie Carr Building
3800 Commonwealth Boulevard
Tallahassee, FL 32303

Ron DeSantis
Governor

Alexis A. Lambert
Secretary

May 30, 2025

DeSoto County BOCC
201 E Oak Street, Suite 201
Arcadia, FL 34266

Application: Public Easement- BOT #140370724

Dear J.C. Deriso,

Attached is the submerged lands instrument for BOT No. 140370724which requires acceptance by notarized signature on behalf of DESOTO COUNTY BOCC (two witnesses required). Pursuant to Chapter 695, Florida Statutes, the names of the persons executing the instrument, the two witnesses, and the notary public must be legibly printed or typewritten directly below that person's signature.

Please execute and return the attached instrument within 30 days after receipt of this email. Please mail the original signed instrument to the address listed below for final execution.

Department of Environmental Protection
3800 Commonwealth Boulevard, Mail Station 125
Tallahassee, Florida 32303

Upon receipt and acceptance of the signed instrument, we will transmit the instrument for final department execution. A fully executed instrument will be provided to you at that time.

Please note that any use of state-owned submerged lands requires written authorization from the Board of Trustees. Any use of those lands without a fully executed sovereignty submerged lands lease or easement (which includes compensation/payment) pursuant to Chapter 253, Florida Statutes, and Chapter 18-21, Florida Administrative Code, can be considered a willful violation of Chapter 253, Florida Statutes and could subject the riparian owner to administrative fines of up to $10,000 per day, closure of the facility and eviction from the state-owned lands.

Please confirm receipt of the Public Easement by emailing Ramsey.Dennis@FloridaDEP.gov.

Action # 50563

Your cooperation and assistance are appreciated. If you have any questions regarding this matter, please contact me at (850) 245-2730 or Ramsey.Dennis@FloridaDEP.gov.

Sincerely,

Ramsey Dennis

Ramsey Dennis
Bureau of Public Land Administration
DEP Division of State Lands

This Instrument Prepared By:
Ramsey Jones
Action No. 50563
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT

BOT FILE NO. 140370724

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to DeSoto County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, as defined in 18-21.003, Florida Administrative Code, if any, contained within the following legal description:

A parcel of sovereignty submerged land in Section 24, Township 38 South, Range 23 East, in Horse Creek, DeSoto County, Florida, containing 27,369 square feet, more or less, as is more particularly described and shown on Attachment A, dated February 6, 2025.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from February 6, 2025, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for public bridge right-of-way and Grantee shall not engage in any activity related to this use except as described in the Southwest Florida Water Management District Environmental Resource General Permit No. 47048122.000, dated November 18, 2024, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

DeSoto County BOCC
201 E Oak Street, Suite 201
Arcadia, Florida 34266

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. AMENDMENT/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

15. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(65), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

[*Remainder of page intentionally left blank; Signature page follows*]

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: _____

Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20_____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

_____

DEP Attorney Date

_____

Notary Public, State of Florida

_____

Printed, Typed or Stamped Name

My Commission Expires:

_____

Commission/Serial No._____

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: _____

Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____ 20_____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Toni Sturtevant 5/21/2025

DEP Attorney Date

_____

Notary Public, State of Florida

_____

Printed, Typed or Stamped Name

My Commission Expires:

_____

Commission/Serial No._____

WITNESSES:

Signature:_____

Printed Name:_____

Address: _____

_____

Signature:_____

Printed Name:_____

Address:_____

_____

DeSoto County, Florida (SEAL)
By its Board of County Commissioners

BY: _____
Original Signature of Executing Authority

J.C. Deriso
Typed/Printed Name of Executing Authority

Chairman
Title of Executing Authority

"GRANTEE"

STATE OF_____

COUNTY OF_____

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this _____day of _____, 20____, by J.C. Deriso, as Chairman, of the DeSoto County Board of County Commissioners, for and on behalf of DeSoto County, Florida. He is personally known to me or who has produced _____ as identification.

My Commission Expires:

_____

Commission/Serial No._____

_____
Signature of Notary Public

Notary Public, State of_____

_____
Printed, Typed or Stamped Name

\\FTMS01\Drawings\2024\20247022-000\Surveying\Sketches\20247022-000 Horse Creek Bridge_SSLE.dwg (Sheet1) RGD Feb 06, 2025 – 7:11am

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT, WHEREIN THE CENTERLINE OF SURVEY OF COUNTY ROAD 769 BEARS SOUTH 56° 58' 18" WEST.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. THE SPECIFIC PURPOSE OF THIS SKETCH IS TO DEFINE THE LIMITS OF A SUBMERGED LAND EASEMENT FOR NEW EROSION PROTECTION STRUCTURES FOR COUNTY ROAD 769 BRIDGE OVER HORSE CREEK. THIS IS NOT A BOUNDARY SURVEY.
4. PARCEL CONTAINS 27,369 SQUARE FEET (0.63 ACRES), MORE OR LESS.
5. THE ORDINARY HIGH WATER ELEVATION OF 16.00 FEET (NAVD 88) WAS DETERMINED FROM PHYSICAL EVIDENCE AT THE SITE AND CONSULTATION WITH THE ENGINEER OF RECORD.
6. THIS SKETCH IS CERTIFIED TO:

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

7. THIS IS NOT A FIELD SURVEY.

NO OTHER PERSON OR ENTITY MAY RELY ON THIS SKETCH.

THIS IS NOT A FIELD SURVEY

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Digitally signed by
RICHARD G. DANIELS
LS7229 STATE OF
FLORIDA
Date: 2025.02.06
07:47:58 -05'00'

THIS SKETCH HAS BEEN DIGITALLY SIGNED BY:
MATTHEW M. HOWARD (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4912
ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT LOCATION

VICINITY MAP

0 2,500 5,000
(INTENDED DISPLAY SCALE: 1"=5,000')

REVISED 2/6/2025 PER SWFWMD COMMENTS

SUBMERGED LAND EASEMENT
COUNTY ROAD 769 OVER HORSE CREEK
SECTION 24, TOWNSHIP 38 SOUTH, RANGE 23 EAST
DESOTO COUNTY, FLORIDA

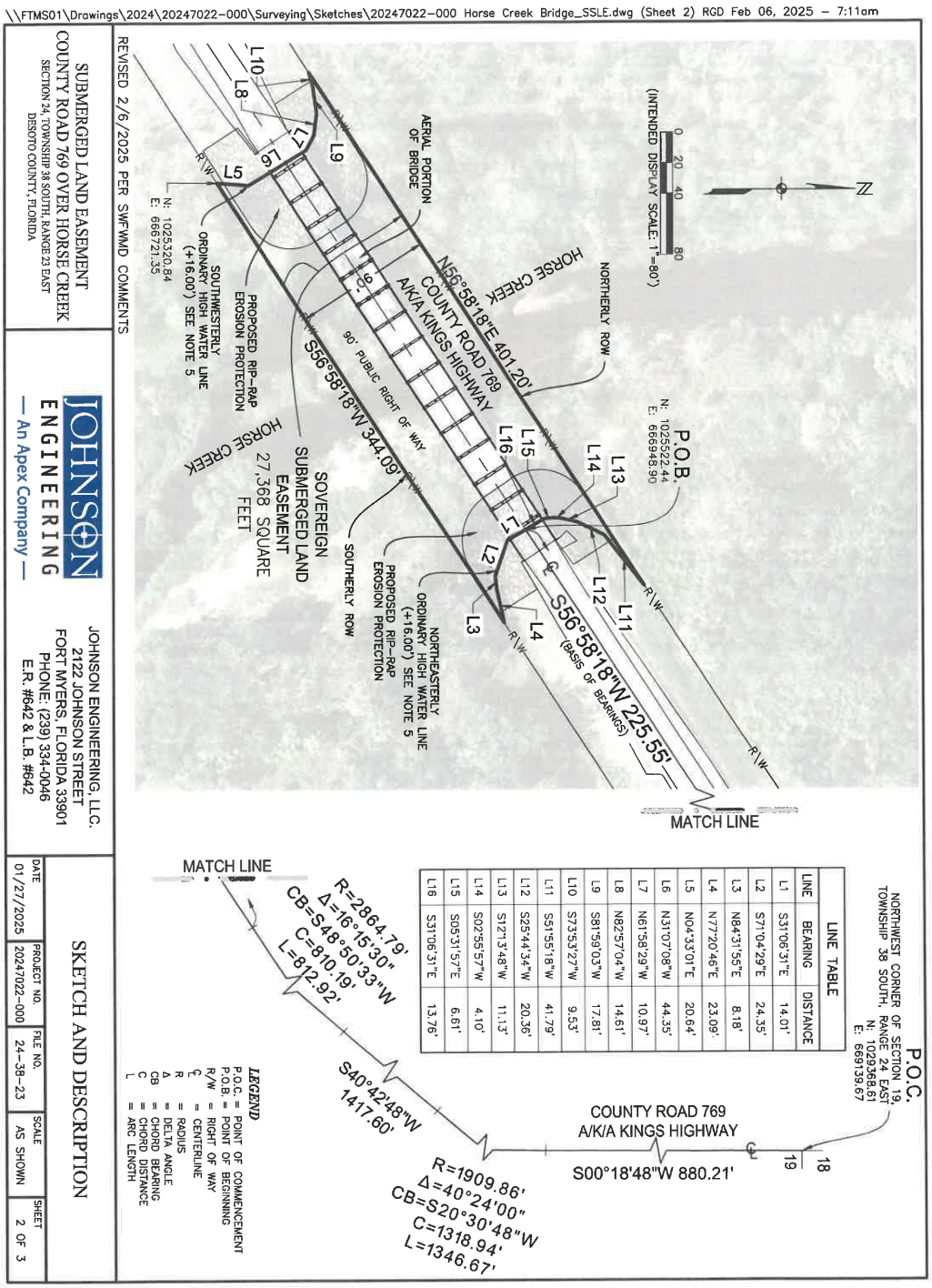
JOHNSON ENGINEERING
— An Apex Company —

JOHNSON ENGINEERING, LLC.
2122 JOHNSON STREET
FORT MYERS, FLORIDA 33901
PHONE: (239) 334-0046
E.R. #642 & L.B. #642

SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01/27/2025	20247022-000	24-38-23	AS SHOWN	1 OF 3

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17.062, F.A.C.


\\FTMS01\Drawings\2024\20247022-000\Surveying\Sketches\20247022-000 Horse Creek Bridge_SSLE.dwg (Sheet 2) RGD Feb 06, 2025 – 7:11am
SUBMERGED LAND EASEMENT
COUNTY ROAD 769 OVER HORSE CREEK
SECTION 24, TOWNSHIP 38 SOUTH, RANGE 23 EAST
DESOTO COUNTY, FLORIDA
REVISED 2/6/2025 PER SWFWMD COMMENTS
JOHNSON ENGINEERING
— An Apex Company —
JOHNSON ENGINEERING, LLC.
2122 JOHNSON STREET
FORT MYERS, FLORIDA 33901
PHONE: (239) 334-0046
E.R. #642 & L.B. #642
SKETCH AND DESCRIPTION
DATE 01/27/2025
PROJECT NO. 2024022-000
FILE NO. 24-38-23
SCALE AS SHOWN
SHEET 2 OF 3
(INTENDED DISPLAY SCALE: 1"=80')
0 20 40 80
N
AERIAL PORTION OF BRIDGE
HORSE CREEK
NORTHERLY ROW
N56°58'18"E 401.20'
COUNTY ROAD 769
A/K/A KINGS HIGHWAY
90' PUBLIC RIGHT OF WAY
S56°58'18"W 344.09'
SOUTHERLY ROW
SOUTHWESTERLY ORDINARY HIGH WATER LINE (+16.00') SEE NOTE 5
PROPOSED RIP-RAP EROSION PROTECTION
N: 1025320.84
E: 666721.35
P.O.B.
N: 1025522.44
E: 666945.90
S56°58'18"W 225.55'
(BASIS OF BEARINGS)
NORTHEASTERLY ORDINARY HIGH WATER LINE (+16.00') SEE NOTE 5
PROPOSED RIP-RAP EROSION PROTECTION
SOVEREIGN SUBMERGED LAND EASEMENT
27,368 SQUARE FEET
HORSE CREEK
MATCH LINE
MATCH LINE
P.O.C.
NORTHWEST CORNER OF SECTION 19, TOWNSHIP 38 SOUTH, RANGE 24 EAST
N: 1025356.61
E: 669139.67
COUNTY ROAD 769
A/K/A KINGS HIGHWAY
S00°18'48"W 880.21'
18
19
R=2864.79'
Δ=16°15'30"
CB=S48°50'33"W
C=810.19'
L=812.92'
S40°42'48"W
1417.60'
R=1909.86'
Δ=40°24'00"
CB=S20°30'48"W
C=1318.94'
L=1346.67'
LINE TABLE
LINE | BEARING | DISTANCE
L1 | S31°06'31"E | 14.01'
L2 | S71°04'29"E | 24.35'
L3 | N84°31'56"E | 8.18'
L4 | N77°20'46"E | 23.09'
L5 | N04°33'01"E | 20.64'
L6 | N31°07'08"W | 44.35'
L7 | N61°58'29"W | 10.97'
L8 | N82°57'04"W | 14.61'
L9 | S81°59'03"W | 17.81'
L10 | S73°53'27"W | 9.53'
L11 | S51°55'18"W | 41.79'
L12 | S25°44'34"W | 20.36'
L13 | S12°13'48"W | 11.13'
L14 | S02°55'57"W | 4.10'
L15 | S05°31'57"E | 6.61'
L16 | S31°06'31"E | 13.76'
LEGEND
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
℄ = CENTERLINE
R = RADIUS
Δ = DELTA ANGLE
CB = CHORD BEARING
C = CHORD DISTANCE
L = ARC LENGTH

\\FTMS01\Drawings\2024\20247022-000\Surveying\Sketches\20247022-000 Horse Creek Bridge_SSLE.dwg (Sheet 3) RGD Feb 06, 2025 – 7:12am

DESCRIPTION

SOVEREIGN SUBMERGED LAND EASEMENT
OVER HORSE CREEK LYING IN
SECTION 24, TOWNSHIP 38 SOUTH, RANGE 23 EAST
DESOTO COUNTY, FLORIDA

THAT PORTION OF THE SOVEREIGN SUBMERGED LANDS OF THE STATE OF FLORIDA LYING WITHIN SECTION 24, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 38 SOUTH, RANGE 24 EAST; THENCE ALONG THE CENTERLINE OF COUNTY ROAD 769 FOR THE FOLLOWING FIVE (5) COURSES:

1. S.00°18'48"W., A DISTANCE OF 880.21 FEET;
2. ALONG A CURVE TO THE RIGHT HAVING: A RADIUS OF 1,909.86 FEET, A CENTRAL ANGLE OF 40°24'00", A CHORD BEARING OF S.20°30'48"W., AND A CHORD DISTANCE OF 1,318.94 FEET FOR AN ARC DISTANCE OF 1,346.67 FEET;
3. S.40°42'48"W., A DISTANCE OF 1,417.60 FEET;
4. ALONG A CURVE TO THE RIGHT HAVING: A RADIUS OF 2,864.79 FEET, A CENTRAL ANGLE OF 16°15'30", A CHORD BEARING OF S.48°50'33"W., AND A CHORD DISTANCE OF 810.19 FEET FOR AN ARC DISTANCE OF 812.92 FEET;
5. S.56°58'18"W., A DISTANCE OF 225.55 FEET TO THE NORTHEASTERLY ORDINARY HIGH WATER LINE OF HORSE CREEK AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID ORDINARY HIGH WATER LINE FOR THE FOLLOWING FOUR (4) COURSES:

1. S.31°06'31"E., A DISTANCE OF 14.01 FEET;
2. S.71°04'29"E., A DISTANCE OF 24.35 FEET;
3. N.84°31'55"E., A DISTANCE OF 8.18 FEET;
4. N.77°20'46"E., A DISTANCE OF 23.09 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID COUNTY ROAD 769;

THENCE S.56°58'18"W., ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 344.09 FEET TO THE SOUTHWESTERLY ORDINARY HIGH WATER LINE OF SAID HORSE CREEK; THENCE ALONG SAID ORDINARY HIGH WATER LINE FOR THE FOLLOWING SIX (6) COURSES:

1. N.04°33'01"E., A DISTANCE OF 20.64 FEET;
2. N.31°07'08"W., A DISTANCE OF 44.35 FEET;
3. N.61°58'29"W., A DISTANCE OF 10.97 FEET;
4. N.82°57'04"W., A DISTANCE OF 14.61 FEET;
5. S.81°39'03"W., A DISTANCE OF 17.81 FEET;
6. S.73°53'27"W., A DISTANCE OF 9.53 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID COUNTY ROAD 769;

THENCE N.56°58'18"E., ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 401.20 FEET TO THE AFOREMENTIONED NORTHEASTERLY ORDINARY HIGH WATER LINE OF HORSE CREEK; THENCE ALONG SAID ORDINARY HIGH WATER LINE FOR THE FOLLOWING SIX (6) COURSES:

1. S.51°55'18"W., A DISTANCE OF 41.79 FEET;
2. S.25°44'34"W., A DISTANCE OF 20.36 FEET;
3. S.12°13'48"W., A DISTANCE OF 11.13 FEET;
4. S.02°55'57"W., A DISTANCE OF 4.10 FEET;
5. S.05°31'57"E., A DISTANCE OF 6.61 FEET;
6. S.31°06'31"E., A DISTANCE OF 13.76 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 27,369 SQUARE FEET OR 0.63 ACRES, MORE OR LESS.

REVISED 2/6/2025 PER SWFWMD COMMENTS

SUBMERGED LAND EASEMENT
COUNTY ROAD 769 OVER HORSE CREEK
SECTION 24, TOWNSHIP 38 SOUTH, RANGE 23 EAST
DESOTO COUNTY, FLORIDA

JOHNSON ENGINEERING
— An Apex Company —

JOHNSON ENGINEERING, LLC.
2122 JOHNSON STREET
FORT MYERS, FLORIDA 33901
PHONE: (239) 334-0046
E.R. #642 & L.B. #642

SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01/27/2025	20247022-000	24-38-23	AS SHOWN	3 OF 3

DeSoto County

6/10/2025

Item #: 10.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:00 am
☐ Public Hearing Resolution

DEPARTMENT: Planning & Zoning
SUBMITTED BY: **Laura McClelland**
PRESENTED BY: **Misty Servia**

TITLE & DESCRIPTION:
Resolution - Revision to the Planning and Zoning Fee Schedule

REQUESTED MOTION:
A motion to approve the revised Planning and Zoning fee schedule, adding the fee for Administrative Lot Splits.

SUMMARY:
This request is to add the fee of $200.00, approved by the Board of County Commissioners on May 27, 2025, to the Planning and Zoning fee schedule.

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2025 - ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AMENDING THE PLANNING AND ZONING DIVISION FEE SCHEDULE TO ESTABLISH A FEE FOR ADMINISTRATIVE LOT SPLITS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the DeSoto County Board of County Commissioners ("Board") finds that it is in the best interest of the public health, safety and welfare to provide for public notice of applications for development submitted to and under review by the County; and

WHEREAS, the Board has that authority to establish a schedule of fees in accordance with Section 163.3174(2), Florida Statutes and the DeSoto County Land Development Code, Chapter 20, Code of Ordinances; and

WHEREAS, on January 22, 2019 the Board adopted Resolution 2019-9 amending and restating the Planning and Zoning Division Fee Schedule; and

WHEREAS, on April 23, 2019, the Board adopted Resolution 2019-28 amending the Planning and Zoning Fee Schedule; and

WHEREAS, on September 10, 2024, the Board adopted Resolution 2024-062 amending the Planning and Zoning Fee Schedule; and

WHEREAS, the Board finds it necessary to further amend the Planning and Zoning Fee Schedule for the recovery of costs to conduct reviews for requests for Administrative Lot Splits; and

WHEREAS, the Board further finds that the fee schedule for the associated reviews by County staff are user fees that are reasonable and consistent with the costs of the administrative provisions of said services.

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

SECTION 1. The findings and conclusions set forth in the above "Whereas Clauses" are adopted by the Board of County Commissioners.

SECTION 2. The Board of County Commissioners of DeSoto County adopts the amendment to the Planning and Zoning Fee Schedule as set forth in Exhibit "A" hereto, providing for the application fee for Administrative Lot Splits.

SECTION 3. The Planning and Zoning Fee Schedule adopted by Resolution 2019-9 and as amended by Resolutions 2019-28 and 2024-062, shall remain in full force and effect except as specifically amended hereby.

SECTION 4. This Resolution shall be effective immediately upon its adoption in accordance with the law.

PASSED AND ADOPTED this 10th day of June, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

By: _____
Mandy Hines
County Administrator

By: _____
J.C. Deriso,
Chairman

Approved as to form and legal sufficiency:

By: _____
Valerie Vicente,
County Attorney

PLANNING AND ZONING DIVISION FEE SCHEDULE

A. ADMINISTRATIVE FEES

1. Copying		
a.	8.5”x11” paper, black and white print	$ 0.15/page
b.	8.5”x11” paper, color print	$ 0.25/page
c.	8.5”x14” paper, black and white print	$ 0.25/page
d.	8.5’x14’ paper, color print	$ 0.35/page
e.	11”x17” paper, black and white print	$ 1.00/page
f.	11”x17” paper, color print	$ 2.00/page
g.	2’x3’ drawing and map, black and white print	$ 10.00
h.	2’x3’ drawing and map, color	$ 15.00
i.	Compact disk (CD)	$ 5.00
2. Mailing		$ Actual cost
3. Notarizing ①		$ 5.00/Application
4. Public Notice		
a.	Legal published notice ②	$ 150.00 deposit + balance
b.	Notification mailers ②	$ 150.00 each time required
c.	Posted Sign Notice	
d.	Manufacturing	Agreement with sign company
e.	Optional County Installation & Removal	
f.	Each 4’ x 4’ sign	$ 75.00
g.	Each double-sided 4’ x 8’ sign	$ 200.00
5. Researching (After 15 minutes)		$ 25.00/hour

PLANNING AND ZONING DIVISION FEE SCHEDULE

B. APPLICATION FEES

1.	Appeals	
	a. To Development Director	$ 75.00
	b. To the Development Review Committee	$ 100.00
	c. To Board of Adjustment or Planning Commission ②	$ 150.00
	d. To Board of County Commissioners ②	$ 150.00
	e. Variance ②	$ 300.00
	f. Waiver ②③	$ 250.00
2.	Bio-solids Spreading and Hauling	
	a. Annual Hauling Permit	$ 250.00/truck
	b. Annual Land Spreading Permit	
	c. Maximum 2,000 net spreadable acres	$ 10,000.00
	d. Maximum 5,000 net spreadable acres	$ 15,000.00
	e. Over 5,000 net spreadable acres	$ 20,000.00
	f. Research and Education Fee	$ 5.00/net acre
	g. Site Inspection (after 100 hours of time)	$ 35.00 hour
3.	Certificate of Use	
	a. Home occupation	$ FREE
	b. New use	$ FREE
	c. Change of use or expansion	$ FREE
4.	Community Development District	
	a. Creation	$ 15,000.00
	b. Termination	$ 1,500.00
5.	Comprehensive Plan Amendment ②	
	a. Future Land Use Map amendment	$ 1,000.00
	b. Text amendment	$ 1,250.00

PLANNING AND ZONING DIVISION FEE SCHEDULE

6.	Development of Regional Impact (DRI) ④	
	a. Substantial Deviation (SD)/Notice of Proposed Change (NOPC)	$ 5,000.00 + Consultant Deposit
	b. SD/NOPC Consultant Deposit	$ 10,000.00
7.	Development Plan ②	
	a. Initial filing	$ 250.00
	b. Resubmittal	$ 100.00
	c. Modification	$ 150.00
	d. Change of use (Only if changed parking/loading requirements)	$ 100.00
8.	Excavation and Mining	
	a. Type II Preliminary	$ 200.00 + SEU fee
	b. Type II Final	$ 800.00 + IP fee
	c. Type III Preliminary	$ 1,000.00 + SEU fee
	d. Type III Final	$ 1,500.00 + IP fee
	e. Type IV Preliminary	$ 2,500.00 + SEU fee
	f. Type IV Revisions	$ 1,250.00
	g. Type IV Final	$ 5,000.00 + IP fee
	h. Transfer of ownership or Operator	$ 1,000.00 per occurrence
	i. Excavation Area Extension	$ One-half Preliminary
9.	Improvement Plan (IP)	
	a. Residential Single-Family	
	1) 0 – 50 lots	$ 1,000.00
	2) 51 – 100 lots	$ 1,500.00
	3) 101 – 500 lots	$ 2,000.00
	4) 501 or more lots	$ 4.00 per lot
	b. Non-residential and Multi-family	
	1) Up to 50,000 square feet	$ 1,000.00
	2) 50,001 – 100,000 square feet	$ 1,500.00
	3) 100,001 square feet or more	$ 2,000.00

PLANNING AND ZONING DIVISION FEE SCHEDULE

c. Place of worship	$ 500.00
d. Revisions of unapproved Improvement Plan	$ ½ original fee
e. Amendment to approved Improvement Plan	$ ½ original fee
f. Notice to Proceed	$ 100.00
10. Land Development Regulations	
a. Interpretation letter	$ 75.00
b. Text amendment	$ 750.00
11. Liquor license	
a. 1 – 3 day event	$ 25.00
b. Beer and wine	$ 100.00
c. All others	$ 250.00
12. Miscellaneous	
a. Medical hardship	$ 50.00
b. Pre-Application Conference ⑤	$ FREE
c. Temporary use permit	$ 150.00
d. Four-H/FFA Temporary use permit	$ FREE
e. Outdoor Event permit	$ 50.00
13. Official Zoning District Atlas (Rezoning) ②	
a. Non-PUD district	$ 1,000.00
b. PUD ⑥	$ 2,000.00
1) Alternate Concept Development Plan (CDP)	$ 1,250.00
2) CDP amendment	$ 750.00
3) Administrative CDP amendment	$ 500.00
c. Development bonus	$ 1,000.00
14. Phosphate Mining ②	
a. Pre-Application Conference	$ 15,000.00
b. Consultant Deposit ⑦	$ 40,000.00

PLANNING AND ZONING DIVISION FEE SCHEDULE

c. Phosphate Mining Master Plan application	$ 35,000.00
d. Operating Permit application	$ 25,000.00
e. Revisions	$ 7,500.00
f. Mining Transfer Plan	$ 2,500.00
g. Annual Report	$ 7,500.00
15. Special Exception Use (SEU) ①⑧	
a. Minor SEU	$ 300.00
b. Major SEU	$ 750.00
c. Place of worship	$ FREE
16. Subdivision and Platting	
a. Administrative Subdivision ~~(Up to 6 lots)⑨~~	$ ~~FREE~~ 200.00
b. Minor Plat (Up to 6 lots)	$ 350.00
c. Minor Plat Revision	$ 150.00
d. Major Plat	
1) 7 – 100 lots	$ 600.00
2) 101 – 500 lots	$ 1,000.00
3) 501 or more lots	$ 2,000.00
4) Revisions	$ 200.00
17. Vacation (Plat or right-of-way)②	$ 700.00
18. Vested rights determination	$ 500.00
19. Zoning Verification Certificate (ZVC)	
a. Pre-development ~~⑩~~ ⑨	
1) Land clearing, right-of-way, & utilities	$ FREE
2) Type I Excavation	$ 100.00
b. Minor ZVC (under 1,000 square feet)	$ 40.00
c. Major ZVC (1,000 square feet or more)	$ 80.00

PLANNING AND ZONING DIVISION FEE SCHEDULE

Notes: ① The Planning and Zoning Division is limited to notarizing only those applications processed by the Development Department, such as applications listed in this fee schedule and the Building and Engineering Division fee schedules.

② Additional fees are due for advertising and notification mailers. Signs will incur additional costs and may incur additional fees.

③ Waivers are allowed under Section 20-144(f)(13)(c) for Planned Unit Developments, Section 20-762(2) for eminent domain, and Sections 20-972, 973, and 974 for phosphate mining.

④ This fee pays for staff review of the application. In addition to this fee, all fees associated with, but not limited to, any consultant, court reporter, or attorneys outside of County staff, which the County deems necessary to employ to assist in the review of the DRI application shall be subject to an additional consultant deposit. At a minimum, a transportation consultant and outside attorney will be utilized for the Developer's agreement and Development order.

Review of substantial deviations or other amendments require initial $10,000.00 deposit.

Once 75% of the deposit is depleted, the applicant shall pay additional funds in increments of 50% of the ~~initial~~ ~~SD/NOPC~~ review deposit to cover the anticipated costs of additional review by County staff, consultant and attorneys.

No hearing before the Planning Commission or the Board of County Commissioners will be noticed or held if the applicant has not paid all funds due prior to scheduling and noticing of said hearings. The County will refund any excess monies once all related charges have been paid.

⑤ This Pre-Application Conference does not apply to Phosphate Mining Pre-Application Conference.

⑥ The Planning Unit Development (PUD) application fee is in lieu of the Official Zoning District Atlas application fee for all other zoning districts.

⑦ Fee is payable 60 days prior to submission of the Phosphate Mining Master Plan application. If there are funds remaining from the Pre-Application Process fee at the time this Consultant Deposit is due, those remaining funds will be credited toward the amount of the Consultant Deposit. This Deposit must be replenished with additional funds from the applicant whenever it falls below $10,000 in order to reinstate the initial $40,000 deposit. The County will provide cost substantiation for each deposit of additional funds. This deposit will be used to pay for staff, consultant, and attorney review time and to pay necessary related expenses during the application, operations, and reclamation processes.

⑧ A SEU that is specifically listed in Land Development Regulations Article II., Zoning Districts and Requirements, Division 4, Zoning Districts, is a Major SEU. A SEU listed anywhere else in the Land Development Regulations is a Minor SEU.

~~⑨ This application may only be used once on any property that has not been previously subdivided.~~

⑨~~⑩~~ Pre-Development includes land clearing, excavation and fill, right-of-way access and culverts, and utilities. Pre-Development as an adjunct of development as defined in §380.04, F.S. will necessitate either a Minor or Major ZVC and fee. An Engineering Division permit and fee are required for right-of-way access and culverts, and utilities.

DeSoto County

6/10/2025

Item #: 11.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:00 am
☐ Public Hearing Choose an item.

DEPARTMENT: Administration
SUBMITTED BY: **Justin Smith**
PRESENTED BY: **Justin Smith, Assistant County Administrator**

TITLE & DESCRIPTION:
Amendment No. 2 to Agreement No. 23PLN109 Between FDEP and DeSoto County

REQUESTED MOTION:
To approve Amendment No. 2 to Agreement No. 23PLN109 between the Florida Department of Environmental Protection and DeSoto County as presented.

SUMMARY:
This amendment revises the date of expiration for the grant funding agreement for the County's Vulnerability Assessment grant from June 30, 2025 to June 30, 2026. It also amends certain deliverables which are produced by our contractor CFRPC.

AMENDMENT NO. 2
TO AGREEMENT NO. 23PLN109
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
DESOTO COUNTY

This Amendment to Agreement No. 23PLN109 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and DeSoto County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for DeSoto County Comprehensive Vulnerability Assessment Including Arcadia (Project), effective June 30, 2023; and,

WHEREAS, the Grantee has requested an extension of the Agreement to complete the Project; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5, Attachment 6, Exhibit A, Exhibit H, and Exhibit I, following updates from the Office of the General Counsel and Resilient Florida Program; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to June 30, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Attachment 1-A, Revised Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-B, Second Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1-A shall hereinafter refer to Attachment 1-B, Second Revised Standard Terms and Conditions.

3. Attachment 2-A, Revised Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-B, Second Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2-A shall hereinafter refer to Attachment 2-B, Second Revised Special Terms and Conditions.

4. Attachment 3-A, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-A shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.

5. Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.

6. Attachment 5, Special Audit Requirements is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.

7. Attachment 6, Program Specific Requirements, is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Program Specific Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 6 shall hereinafter refer to Attachment 6-A, Revised Program Specific Requirements.

8. Exhibit A, Progress Report Form Link, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form Link, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form Link.

9. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.

10. Exhibit I, VA Checklist Link, is hereby deleted in its entirety and replaced with Exhibit I-1, Revised VA Checklist Link, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit I shall hereinafter refer to Exhibit I-1, Revised VA Checklist Link.

11. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

DESOTO COUNTY

By: _____
Authorized Representative or Designee

JC Deriso, Chairman-Commissioner
Print Name and Title

Date: _____

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Alex Reed, Director
Print Name and Title

Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-B	Second Revised Standard Terms and Conditions (14 pages)
Attachment	2-B	Second Revised Special Terms and Conditions (3 pages)
Attachment	3-B	Second Revised Grant Work Plan (5 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment	5-A	Revised Special Audit Requirements (6 pages)
Attachment	6-A	Revised Program Specific Requirements (3 pages)
Exhibit	A-1	Revised Progress Report Form Link (1 page)
Exhibit	H-1	Revised Contractual Services Certification (1 page)
Exhibit	I-1	Revised VA Checklist Link (1 page)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1-B

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

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

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

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

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

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

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Second Revised Special Terms and Conditions
AGREEMENT NO. 23PLN109

ATTACHMENT 2-B

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is DeSoto County Comprehensive Vulnerability Assessment Including Arcadia. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement. The Grantee must provide subcontractor proof of payment to the Department with its next payment request or within sixty (60) days if the payment was a final payment.

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED GRANT WORK PLAN
AGREEMENT NO. 23PLN109

ATTACHMENT 3-B

PROJECT TITLE: DeSoto County Comprehensive Vulnerability Assessment Including Arcadia

PROJECT LOCATION: : The Project is located within DeSoto County, Florida.

PROJECT DESCRIPTION:
DeSoto County Board of County Commissioners (Grantee) will complete the DeSoto County Vulnerability Assessment (VA) Including Arcadia Project (Project) to include a comprehensive VA pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Acquire Background Data and Municipal Outreach

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The Grantee will, in coordination with the Department, identify municipalities within the County without a statutorily compliant VA and work to collect municipal data for inclusion in the County-based VA. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **1.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **1.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable;
- **1.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained either by the Grantee or municipalities included within the county as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.; and
- **1.4:** All records or requests for data from municipalities without statutorily compliant VA.

Task 2: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding,

rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **2.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **2.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 3: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **3.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **3.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 4: Identify Focus Areas

Description: The Grantee will identify focus areas based on the results of the second public outreach meeting, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **4.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **4.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **4.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **4.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 5: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **5.1:** Final VA report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **5.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- **5.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **5.4:** A signed Vulnerability Assessment Compliance Checklist Certification (Exhibit I).

Task 6: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **6.1:** Meeting agendas to include location, date, and time of meeting;
- **6.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **6.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **6.4:** M copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **6.5:** A summary report including attendee input and meeting outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the

Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

ADVANCE PAYMENT: For grant agreements for which full advance payment has been authorized and approved, the Grantee shall submit an invoice (i.e., payment request) to its Department Grant Manager for the expected cash needs for the initial three (3) month term of the agreement. Once the initial advance amount has been fully expended, the Grantee may request additional advance payments as needed, but no more frequently than quarterly. The Grantee shall submit all invoice documentation for each previously expended advance with each new payment request. All previous advance payment funds must be fully expended prior to initiating another request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Acquire Background Data	Contractual Services	$20,000	$0	$20,000	7/1/2022	3/31/2026
2	Exposure Analysis	Contractual Services	$67,500	$0	$67,500	7/1/2022	3/31/2026
3	Sensitivity Analysis	Contractual Services	$67,500	$0	$67,500	7/1/2022	3/31/2026
4	Identify Focus Areas	Contractual Services	$20,000	$0	$20,000	7/1/2022	3/31/2026
5	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	$20,000	$0	$20,000	7/1/2022	3/31/2026
6	Public Presentation	Contractual Services	$5,000	$0	$5,000	7/1/2022	3/31/2026
		Total:	$200,000	$0	$200,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements

Attachment 4-A

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

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

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

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	22.23	37.098	Resilient Florida Programs	$200,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$200,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6-A

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-1
REVISED PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED CONTRACTUAL SERVICES CERTIFICATION

Exhibit H-1

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23PLN109

Project Title: DeSoto County Comprehensive Vulnerability Assessment

Grantee: DeSoto County

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT I-1
REVISED VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist,** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Advance Payment Terms

Exhibit E

1. Advance Payments.

a. The Grantee shall submit a written request on letterhead to the Department explaining the need for the advance payment and why the advance payment is in the best interest of the State. If the advance payment requested is beyond the expected cash needs of the entity for the initial three months of the Agreement, the Grantee must also request a waiver of this requirement by submitting a written request with justification on letterhead to the Department. Advance payment is subject to written approval from the State's Chief Financial Officer (CFO) and the Department.

b. The CFO may identify additional requirements that must be met in order for advance payment to be authorized. If additional requirements are imposed by the CFO, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the additional requirements imposed by the CFO for release of the funds.

c. If advance payment is authorized, the Grantee shall report, on a quarterly basis in conjunction with the Progress Report as required under in this Agreement, the amount of funds expended during the reporting period, the Agreement expenditures to date, and interest earned during the quarter, and clearly indicate the method for repayment of the interest to the Department. Expenditures shall be documented in accordance with the requirements for reimbursement identified below. Interest earned and method of repayment shall be reported on the **Advance Payment – Interest Earned Memorandum, Exhibit E1** below.

d. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

e. Unused funds, and interest accrued on any unused portion of advanced funds that has not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

f. If an advance payment is not approved by the CFO, the Grantee shall make its reimbursement requests in accordance with the reimbursement process described in Attachment 1, Standard Terms and Conditions.

EXHIBIT E1
Advanced Funds Expended and Interest Earned Memo

WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST

TO: **Contract Manager Name**

FROM: Lydia L. Griffin, Bureau Chief
Bureau of Finance and Accounting

DATE: **MM/DD/YYYY**

SUBJECT: Advanced Funds for:
Agreement No.
Begin Date:

In accordance with Section 216.181(14)(b), Florida Statutes, the Department requires that advanced funds be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the **unused portion of the advanced funds and/or interest due**, the following information is needed **no later than MM/DD/YYYY.**

Interest Due to DEP: Yes ☐ No ☐
(If No, Advanced Funds Recipient is required to report only the amount of Advanced Funds Expended or Returned to DEP.)

Project % of Completion as of **MM/DD/YY**: _____ Final Report: ☐ Yes or ☐ No

Project % of Completion as of **MM/DD/YY**: _____ Estimated Project Completion Date: _____

Initial advanced funds disbursed **MM/DD/YY** Cumulative amount of advanced funds $ _____

1 Advanced funds principal *expended* by contractor covering period of **MM/DD/YY to MM/DD/YY** $ _____

2 Advanced funds principal *returned* by contractor covering period of **MM/DD/YY to MM/DD/YY** $ _____

3 Advanced funds principal balance available on hand $ _____

4 Interest earned on advanced funds covering period of **MM/DD/YY to MM/DD/YY** $ _____

5 Amount of interest paid to DEP as of **MM/DD/YY** $ _____

6 Interest balance due to DEP as of **MM/DD/YY** $ _____

Project Management Certification:
By evidence of my signature below, the above information is true and correct. I have knowledge of the work performed and the advanced funds principal on hand is needed to complete the project(s) by the Estimated Project Completion Date.

DEP Grant Manager Printed Name

Advanced Funds Recipient Printed Name

DEP Grant Manager Signature Date

Advanced Funds Recipient Signature Date

DEP USE ONLY
Project Management Verification (please explain): _____

Thank you for your cooperation in providing the above information. If you have any questions, please contact the ***Contract Disbursements Section at (850) 245-2465,*** in the Bureau of Finance & Accounting.

INSTRUCTIONS TO COMPLETE THE ADVANCED FUNDS EXPENDED & INTEREST EARNED MEMO:

This form should be completed by the Advanced Funds Recipient in its entirety, signed and dated by the appropriate personnel and submitted each reporting period. Please ensure each field on the form is completed according to the guidance provided.

Percentage of Project Completion must be completed, indicating the percentage of progress for the current reporting period.

Estimated Project Completion Date must be completed, indicating the anticipated project completion date in the MM/DD/YYYY format.

The Final Report indicator (Yes or No) must be completed.

If the contract states that no interest is due, quarterly reporting of the expended advanced funds is still required. Lines 1, 2, and 3 must be completed.

In all cases the lines 1, 2, and 3 reported amounts are on a cash basis for the advanced funds principal. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the advanced funds recipient must complete lines 1 through 6 for each quarterly report. Payments of interest due to DEP shall be paid within the specifications of the grant/contract. Project Management Certification: This section is to be completed by the DEP Grant Manager and the Advanced Funds Recipient to certify that the information provided on this form is true and accurately reflects the status of the advanced funds received from the Department.

Project Management Verification: This section is to be completed by the DEP Grant Manager in providing the method used to verify that the information received from the Advanced Funds Recipient is true and accurately reflects the status of the advanced funds received from the Department.

DeSoto County

6/10/2025

Item #: 12.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:30 am
☐ Public Hearing Agreement

DEPARTMENT: Administration
SUBMITTED BY: **Justin Smith**
PRESENTED BY: **Justin Smith, Assistant County Administrator**

TITLE & DESCRIPTION:
Addendum 2 to Interlocal Agreement between Central Florida Regional Planning Council and DeSoto County

REQUESTED MOTION:
Motion to approve the second Addendum to the Interlocal Agreement between The Central Florida Regional Planning Council and DeSoto County, to assist in the completion of a Comprehensive Vulnerability Assessment as presented.

ADDENDUM #2

INTERLOCAL AGREEMENT
BETWEEN
Central Florida Regional Planning Council (COUNCIL)
and
DeSoto County, a political subdivision of the State of Florida (COUNTY)

THIS ADDENDUM is entered into on this _____ day of _____ 2025, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the COUNCIL) and **DeSoto County** (hereinafter referred to as the COUNTY), and amends the Interlocal Agreement between the COUNCIL and COUNTY approved on the 9th day of January 2024, as amended, which is attached hereto as Attachment B (the "Interlocal Agreement"). The COUNCIL and COUNTY hereby agree that the Interlocal Agreement is amended to provide for updates to address the revised deliverable dates to align with the revised Vulnerability Assessment contract between DeSoto County and the Florida Department of Environmental Protection, as more particularly set forth in Attachment A. This addendum is consistent with the County's revised grant agreement with FDEP which requires all deliverables to be complete by March 31, 2026.

Except as specifically amended by Attachment A, all other terms and conditions of the Interlocal Agreement between the COUNCIL and COUNTY, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the COUNTY and the COUNCIL have hereunto set their hands and seals and executed this Agreement on the _____ day of _____, 2025.

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

By: _____
Jennifer Codo-Salisbury
Executive Director

Date: _____

_____
CFRPC Attorney

_____
Witness Signature

_____
Witness Printed Name

DESOTO COUNTY,
a political subdivision of the State of Florida

_____
J.C. Deriso, Chair

Date: _____

ATTEST:

_____

Reviewed as to form and legal sufficiency:

_____
County Attorney's Office

ADDENDUM #2 - ATTACHMENT A
COMPENSATION

The changes included in the addendum are outlined below. Text shown as underlined as text to added. Text shown as ~~strikeout~~ is text to be removed. Except as specifically set forth below, all other terms and conditions of Section III of the Interlocal Agreement concerning Compensation shall remain in full force and effect.

III. COMPENSATION

As consideration for performance of Work, the COUNTY agrees to pay a fee not to exceed $200,000 (two hundred thousand and 00/100 dollars) to be paid in six (6) payments as follows.

Task No.	Task Title	Total Amount	Task Due Dates
1	Acquire Background Data	$20,000	~~3/8/2024~~ 3/31/2026
2	Exposure Analysis	$67,500	~~9/30/2024~~ 3/31/2026
3	Sensitivity Analysis	$67,500	~~11/30/2024~~ 3/31/2026
4	Identify Focus Areas	$20,000	~~12/30/2024~~ 3/31/2026
5	Final Vulnerability Assessment Report, Maps, and Tables	$20,000	~~3/31/2025~~ 3/31/2026
6	Public Presentation	$5,000	~~3/31/2025~~ 3/31/2026
	Total	$200,000	

ADDENDUM #2 - ATTACHMENT B

EXECUTED INTERLOCAL AGREEMENT AND ADDENDUM #1

BETWEEN

Central Florida Regional Planning Council (COUNCIL)

and

DeSoto County, a political subdivision of the State of Florida (COUNTY)

DeSoto County

6/10/2025

Item #: 13.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:00 am
☐ Public Hearing Choose an item.

DEPARTMENT: Administration
SUBMITTED BY: **Justin Smith**
PRESENTED BY: **Justin Smith, Assistant County Manager**

TITLE & DESCRIPTION:
Subrecipient Agreement Between Hope DeSoto, Inc and DeSoto County

REQUESTED MOTION:
I move to approve the Subrecipient Agreement Between Hope DeSoto Long Term Recovery Group, Inc and DeSoto County and authorize the Chair or Vice-Chair to sign all related documents in furtherance thereof.

SUMMARY:
An agreement to accept grant funds from Hope DeSoto to aid in the construction of a storage building to house long-term recovery related items.

SUBRECIPIENT AGREEMENT BETWEEN HOPE DESOTO LONG TERM RECOVERY GROUP, INC AND DESOTO COUNTY

THIS SUBRECIPIENT AGREEMENT (hereinafter referred to as the "Agreement") is made this ___ day of _____, 2025, by and between **HOPE DESOTO LONG TERM RECOVERY GROUP, INC.**, a Florida not-for-profit corporation, whose FEIN is 92-3427084 (hereinafter "Hope DeSoto"), and **DESOTO COUNTY**, a political subdivision of the State of Florida (hereinafter "County"). Collectively, Hope DeSoto and the County shall be referred to as "Parties" or individually as a "Party."

RECITALS

WHEREAS, Hope DeSoto applied for and received a grant award from the Suncoast Disaster Recovery Fund through Community Foundation of Sarasota County (the "Original Grantor") for the purposes of supporting unmet needs for survivors of Hurricane Ian and to construct a storage building to house supplies for Hurricane Ian home repair projects (Grant Reference No. 20251825); and

WHEREAS, there exists a particular need in DeSoto County for a storage building specifically used for the storage of disaster recovery and resilience equipment, materials, and tools in DeSoto County, not limited to Hurricane Ian, but also for other past and anticipated future storm events; and

WHEREAS, Hope DeSoto wishes to provide a portion of the aforementioned grant funds to the County to pay a portion of the costs for the County to construct a storage building for said purposes; and

WHEREAS, the County anticipates entering a separate facility joint use agreement with Hope DeSoto concerning the Hope DeSoto's use of any resulting storage building constructed by the County; and

WHEREAS, the purpose of this Agreement is to provide for a sub-award of financial assistance obtained by Hope DeSoto under their Grante Agreement with Community Foundation of Sarasota County (Grant Reference No. 2025182) in the amount of $50,0000.00 to assist the County in the construction of a storage building for the purpose of storing disaster recovery and resilience equipment, materials, and tools, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the parties agree as follows:

SECTION 1. RECITALS. The Recitals set forth above are hereby incorporated into this Agreement and made a part hereof for reference.

SECTION 2. GENERAL.
In performing under this Agreement, Hope DeSoto and the County do hereby agree to fully comply with the terms and conditions set forth in this Agreement.

SECTION 3. TERM.
This Agreement shall begin upon full execution by both Parties (the "Effective Date") and shall remain in effect until May 1, 2035 (the "Termination Date") unless terminated earlier in accordance with Section 7.

SECTION 4. ELIGIBLE COSTS; SUPPORTING DOCUMENTATION

A. Subject to the terms and conditions of this Agreement, within fifteen (15) days of the Effective Date of this Agreement, Hope DeSoto shall make a direct cash payment to the County of $50,000.00, which funds shall be used by the County solely to cover eligible and allowable costs related to the construction and installation of a storage building (approximately +/- 2,000 sq. feet), to be located on County property, for the purpose of storing disaster recovery and resilience equipment, materials, and tools for any hurricane, storm or disaster related events (the "Storage Building"). As used herein, costs of construction shall also include any costs related to design, permitting, materials, labor, consultants, earthwork, or any other activities in furtherance of construction of the Storage Building.
B. It is understood and agreed that the Storage Building to be constructed with funding by this Agreement shall be for storage purposes only as set forth herein and in the Joint Use Agreement, and there will be no electricity, water, or other utilities available to the Storage Building.
C. The County agrees to construct the Storage Building and Hope DeSoto agrees and understands that the Storage Building constructed with the funding provided for herein shall be the sole property of the County, and title to the Storage Building shall remain with the County.
D. In the event the Storage Building is destroyed by force majeure event, which shall be include an act of God, act of the public enemy, war, public riot, lightning, fire, flood, vandalism, or explosion, through no fault of the County, the County shall have no obligation to rebuild or replace the Storage Building, nor refund any sums provided for herein.
E. Upon the County's expenditure of 100% of the total amount described in Section (4)(A) above, the County shall submit supporting documentation to Hope DeSoto demonstrating that all funds have been expended on eligible and allowable costs consistent with paragraph Section (4)(A) above.
F. The County shall have no direct liability or obligation to the Original Grantor. County's sole obligations are to Hope DeSoto for the funds received under this Agreement. The County shall not be responsible for any repayment obligations to the Original Grantor, nor will the County be held accountable for any actions or failures of Hope DeSoto or Original Grantor.

SECTION 5. JOINT USE AGREEMENT

The County's receipt of the grant funding set forth in Section (4)(A) is contingent upon the Parties entering into a separate joint use agreement that will govern the Parties' respective use of the Storage Building constructed with the aforementioned grant funding. If the Parties are unable to obtain a fully executed joint use agreement within fourteen (14) days of the Effective Date of this Agreement, then this Agreement shall become null and void.

SECTION 6. INDEMNIFICATION.

To the fullest extent permitted by law, Hope DeSoto shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees, contractors, and agents, free and harmless from and against any and all 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) arising out of or resulting from this Agreement. It is specifically agreed by and between

the Parties that, in accordance with section 768.28 Florida Statutes, neither Party waives any defense of sovereign immunity.

SECTION 7. DEFAULT; TERMINATION.

A. Termination for Cause. Either Party may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by the other Party in this Agreement, shall at any time be false or misleading in any respect, or in the event of the failure of the non-breaching Party to comply with the terms and conditions of this Agreement.

Prior to termination, the non-breaching Party shall provide fifteen (15) days' written notice of its intent to terminate and shall provide the breaching Party an opportunity to consult with the non-breaching Party regarding the reason(s) for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with twenty (20) days written notice.

C. Termination due to Unavailability of Funds. In the event funding by the County contemplated to cover the remaining costs of the Storage Building's construction is either reduced or eliminated for any reason, this Agreement may be terminated by the County immediately upon providing written notice to Hope DeSoto and any unspent grant funds will be reimbursed by the County to Hope DeSoto.

D. Effect of Termination. Except as otherwise provided for in this Agreement, grant funds expended by the County prior to termination of this Agreement shall not be reimbursable to Hope DeSoto.

SECTION 8. NOTICE.

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties' respective contact persons at the addresses identified herein. This Section shall not preclude routine communication by the Parties by other means.

Hope DeSoto
Jennifer Bowser
Board Chair
P.O. Box 2780 Arcadia, FL 34265
863-202-9795
ed@habitatdesoto.org

County
County Administrator
201 E Oak Street, Suite 201
Arcadia, FL 34266
863-993-4800
m.hines@desotobocc.com

SECION 9. PUBLIC RECORDS. Hope DeSoto shall be required to comply with the following requirements under Florida's Public Records Law:

A. Hope DeSoto shall keep and maintain public records required by the County related to this Agreement.

B. Upon request from the County, Hope DeSoto shall provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Hope DeSoto shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Hope DeSoto does not transfer the records to the County.

D. Hope DeSoto shall, upon completion of the contract, transfer, at no cost, to the County all public records in possession of Hope DeSoto or keep and maintain public records required by the County to perform the service. If Hope DeSoto transfers all public records to the County upon completion of the contract, Hope DeSoto shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Hope DeSoto keeps and maintains public records upon completion of the contract, Hope DeSoto shall meet all applicable requirements for retaining public records. All records stored electronically must be provided by Hope DeSoto to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

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

SECTION 10. AMENDMENTS.
All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.

SECTION 11. MISCELLANEOUS.

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

B. Execution in Counterparts. This Agreement, and any Amendments or Change Orders thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

E. Venue. Venue for any litigation arising from this Agreement shall be in DeSoto County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

HOPE DESOTO LONG TERM RECOVERY GROUP, INC

By: _____

_____
Print Name and Title

Date: _____

Attest:

By: _____

_____
Print Name and Title

DESOTO COUNTY, FLORIDA

By:_____

_____
Print Name and Title

Date: _____

Attest:

By:_____

_____
Print Name and Title

Approved as to form
and legal sufficiency on behalf of the
County:

_____
Valerie Vicente, County Attorney

Exhibit A

DeSoto County

6/10/2025

Item #: 14.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:00 am
☐ Public Hearing Agreement

DEPARTMENT: Administration
SUBMITTED BY: **Justin Smith**
PRESENTED BY: **Justin Smith, Assistant County Administrator**

TITLE & DESCRIPTION:
Joint Use Agreement Between DeSoto County and Hope DeSoto

REQUESTED MOTION:
I move to approve the Joint Use Agreement Between DeSoto County and Hope DeSoto Long Term Recovery Group, Inc. as presented.

SUMMARY:
This agreement authorizes Hope DeSoto and the County to jointly utilize the storage building, which the County is going to construct, for housing long term disaster related storage items. It also gives clear guidelines for the use and access of the building.

JOINT USE AGREEMENT BETWEEN DESOTO COUNTY AND HOPE DESOTO LONG TERM RECOVERY GROUP, INC

THIS JOINT USE AGREEMENT (hereinafter referred to as the "Agreement") is made this ___ day of _____, 2025, by and between **DESOTO COUNTY**, a political subdivision of the State of Florida (hereinafter "County") and **HOPE DESOTO LONG TERM RECOVERY GROUP, INC.**, a Florida not-for-profit corporation, whose FEIN is 92-3427084 (hereinafter "Hope DeSoto"). Collectively, Hope DeSoto and the County shall be referred to as "Parties" or individually as a "Party."

RECITALS

WHEREAS, Hope DeSoto applied for and received a grant award from the Suncoast Disaster Recovery Fund through Community Foundation of Sarasota County (the "Original Grantor") for the purposes of supporting unmet needs for survivors of Hurricane Ian and to construct a storage building to house supplies for Hurricane Ian home repair projects (Grant Reference No. 20251825); and

WHEREAS, there exists a particular need in DeSoto County for a storage building specifically used for the storage of disaster recovery and resilience equipment, materials, and tools in DeSoto County, not limited to Hurricane Ian, but also for other past and anticipated future storm events; and

WHEREAS, pursuant to a Subrecipient Agreement between the Parties effective _____, 2025 (the "Subrecipient Agreement"), Hope DeSoto agreed to provide a portion of the aforementioned grant funds to the County to pay a portion of the costs for the County to construct a storage building (approximately +/- 2,000 sq. feet), to be located on County property, for the purpose of storing disaster recovery and resilience equipment, materials, and tools (the "Storage Building"); and

WHEREAS, pursuant to the Subrecipient Agreement, the Parties agreed to enter into this separate joint use agreement providing for the construction and shared use of the Storage Building, and setting forth the rights, responsibilities, and obligations of each Party related to same; and

WHEREAS, the County is the owner of lands that is the current site of the Turner Agri-Civic Center and Emergency Operations Center located generally near NE Roan Street and N 17th Avenue, as more particularly described in Exhibit "A", attached hereto and made a part hereof, which has land available for the construction of the Storage Building ("Future Storage Building Parcel"); and

WHEREAS, the County has agreed to grant Hope DeSoto a nonexclusive right to access and use the Storage Building for the purpose of storing disaster recovery and resilience equipment, materials, and tools for DeSoto County residents subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the parties agree as follows:

SECTION 1. RECITALS.
The Recitals set forth above are hereby incorporated into this Agreement and made a part hereof for reference.

SECTION 2. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

2.1. Agreement. This Agreement, together with all Exhibits, amendments and modifications hereto.

2.2. Board. The Board of County Commissioners of DeSoto County, Florida.

2.3. Business Day. Monday through Friday, exclusive of legal holidays and weekend days, or any days when the DeSoto County government offices are closed.

2.4. Business Hours. On Business Days from 8:00 AM to 5:00 PM.

2.5. Completion Date. The date on which a final certificate of occupancy or completion is issued for the Storage Building by the DeSoto County Building Department.

2.6. County. DeSoto County, a political subdivision of the State of Florida.

2.7. County Administrator. The County Administrator of DeSoto County, Florida or designee.

2.8. Effective Date. The date that this Agreement is signed by the last to sign of the two parties to this Agreement.

2.9. Future Storage Building Parcel. The parcel of land where the Storage Building is scheduled to be constructed and more particularly described in Exhibit "A" attached to this Agreement.

2.10. Hope DeSoto. Hope DeSoto Long Term Recovery Group, Inc.

2.11. Hope DeSoto Administrator. The individual identified in this Agreement to act on Hope DeSoto's behalf in relation to the rights, obligations, and responsibilities set forth herein.

2.12. Hope DeSoto Users. Employees, contractors and authorized volunteers of Hope DeSoto.

2.13. Parking Facilities. The parking lot located at the Turner Agri-Civic Center, 2250 NE Roan St, Arcadia, FL 34266

SECTION 3. TERM.

The term of this Agreement shall begin on the Effective Date, and shall remain in effect until May 1, 2035 unless terminated earlier in accordance with Section 15. Thereafter, the parties may, by mutual written agreement, extend the term.

SECTION 4. CONSTRUCTION OF IMPROVEMENTS.

The design and construction of the Storage Building shall be in accordance with the Subrecipient Agreement.

SECTION 5. USE OF STORAGE BUILDING.

Upon the Completion Date of the Storage Building, Hope DeSoto is authorized to utilize the Storage Building in accordance with the terms and conditions set forth herein. Prior to such time, Hope DeSoto is prohibited from entering the Storage Building.

Upon the Completion Date, the Storage Building shall be used only by Hope DeSoto Users for the sole purpose of Storing supplies for disaster related home repair projects, as well as disaster recovery and resilience equipment, materials, and tools specifically for County residents, which include, but are not limited to:

A. Construction materials, including but not limited to plywood, drywall, metal posts, concrete, and timber or like materials;
B. Disaster relief items; and
C. Disaster recovery equipment, including but not limited to tools, pumps, fans, and dehumidifiers.

Flammable, combustible, hazardous, and/or noxious materials are strictly prohibited in the Storage Building unless otherwise approved in writing by the County Administer in consultation with the Public Safety Department who shall confirm that storage of said item(s) is authorized by applicable Fire Code.

Use of, and access to, the Storage Building by Hope DeSoto Users is authorized when engaged in those activities in furtherance of the use(s) set forth in Section (5), above.

Hope DeSoto is authorized to coordinate with other hurricane disaster relief organizations for use and storage of items in the Storage Building as set forth herein. Notwithstanding the foregoing, under no circumstance shall the use of the Storage Building be for the storage of materials or items for individuals who are not County residents.

The Storage Building shall not be used for any other business or other purpose without the prior written consent of the County. Hope DeSoto shall not commit or allow to be committed any waste upon the Storage Building or County Property, or any public or private nuisance.

Use by Hope DeSoto of the Storage Building does not entitle Hope DeSoto, Hope DeSoto Users, or any of Hope DeSoto's agents, to access or use other areas of County Property, except for expressly provided herein.

SECTION 6. DAYS AND TIMES OF USE; ACCESS.

Hope DeSoto's use of the Storage Building shall be limited to Business Days on Business Hours, as defined herein. Access to the Storage Building on days and times not specifically provided for herein shall be solely through the coordination and consent of the Turner Center Director, with a minimum of 24 hours advance notice.

Access to the Storage Building by Hope DeSoto Users shall be by a physical key, which shall not be reproduced by Hope DeSoto without the prior written consent of the County. The County shall maintain a copy of the access key and the locks to the Storage Building cannot be modified or replaced without prior County approval.

SECTION 7. PARKING.
Hope DeSoto Users shall have access to the Parking Facilities at no charge during such time items are being placed into, or removed, from the Storage Building during the days and times set forth in Section (6). Overnight parking is strictly prohibited.

Hope DeSoto acknowledges and understands that parking in the Parking Facilities may be limited based upon events held at the Turner Agri-Civic Center. During such times and events the County does not guarantee that parking will be available.

SECTION 8. FEES PROHIBITED.
Hope DeSoto is strictly prohibited from charging or imposing any rent, fees, commissions, or costs to any individuals or third parties in connection with Hope DeSoto's use of the Storage Building.

SECTION 9. MAINTENANCE AND REPAIR RESPONSIBILITIES

The County shall be responsible for the maintenance of the Storage Building and adjacent County-owned property, including regular upkeep, and routine maintenance activities.

SECTION 10. ADDITION OR MODIFICATION TO EXISTING FACILITIES

Hope DeSoto shall not make any improvements, alterations, modifications or additions to the premises, or any part or parts thereof, cosmetic or otherwise, without the written consent of the County.

SECTION 11. SECURITY

Hope DeSoto acknowledges that the County does not provide security services or any other form of security for the Storage Building and is not responsible for any loss of property due to theft, vandalism, or any other cause. Hope DeSoto assumes all risks associated with the security of the Storage Building and shall not hold the County liable for any damages or losses.

SECTION 12. INSURANCE

Hope DeSoto shall, at its sole cost and expense, during the entire term of this Agreement, procure and maintain the following minimum insurance coverage to protect the County against all loss, claims, damage and liabilities caused by Hope DeSoto, its employees, volunteers, contractors or agents, as indicated below:

A. Comprehensive General liability insurance, with minimum limits of One Million Dollars ($1,000,000) per occurrence, and One Million Dollars ($1,000,000) in the aggregate, with the following coverage details.

    1. Premises and Operation
    2. Broad Form Property Damages
    3. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
    4. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
    5. Waiver of Subrogation on behalf of the County.
    6. Desoto County as a named as Additional Insured.

7. Coverage to be provided on a Non-contributory and Primary format.

B. Worker's Compensation and employer's liability coverage, as required pursuant to Florida law and Waiver of Subrogation on behalf of DeSoto County.

C. Primary Automobile Liability with a minimum limit of Liability of $1,000,000 with the following coverage details:

1. Owned Vehicles.
2. Hired and Non-Owned Vehicles.
3. Employers Non-Ownership
4. Waiver of Subrogation on Behalf of the County.
5. DeSoto County named as Additional Insured.
6. Coverage to be provided on a Non-contributory and Primary format.

Insurance required of Hope DeSoto shall be primary to, and not contribute with, any insurance or self-insurance maintained by the County. Such insurance shall not diminish Hope DeSoto's indemnification and obligations hereunder. All insurance policies and certificates of insurance may not be canceled or altered without thirty (30) days prior written notice to the County.

SECTION 13. DAMAGE OR DESCTRUCTION OF STORAGE BUILDING

In the event the Storage Building and any of its contents is destroyed by force majeure event, which shall be include an act of God, act of the public enemy, war, public riot, lightning, fire, flood, vandalism, or explosion, through no fault of the County, the County shall have no obligation to rebuild or replace the Storage Building, nor compensate Hope DeSoto for the items being stored therein.

SECTION 14. INDEMNIFICATION.

To the fullest extent permitted by law, Hope DeSoto shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees, contractors, and agents, free and harmless from and against any and all 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) arising out of or resulting from this Agreement. It is specifically agreed by and between the Parties that, in accordance with section 768.28 Florida Statutes, neither Party waives any defense of sovereign immunity.

SECTION 15. DEFAULT; TERMINATION.

A. Termination for Cause. Either Party may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by the other Party in this Agreement, shall at any time be false or misleading in any respect, or in the event of the failure of the non-breaching Party to comply with the terms and conditions of this Agreement.

Prior to termination, the non-breaching Party shall provide fifteen (15) days' written notice of its intent to terminate and shall provide the breaching Party an opportunity to consult with the non-breaching Party regarding the reason(s) for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with twenty (20) days written notice.

C. Termination due to Unavailability of Funds. In the event funding by the County contemplated to cover the remaining costs of the Storage Building's construction as set forth in the Subrecipient Agreement is either reduced or eliminated for any reason, this Agreement may be terminated by the County immediately upon providing written notice to Hope DeSoto and any unspent grant funds will be reimbursed by the County to Hope DeSoto.

D. Effect of Termination. Except as otherwise provided for in this Agreement, grant funds expended pursuant to the Subrecipient Agreement by the County prior to termination of this Agreement shall not be reimbursable to Hope DeSoto.

E. Dissolution of Hope DeSoto. This Agreement shall automatically terminate on the date on which Hope DeSoto ceases to conduct its business, including, but not limited to, through dissolution, bankruptcy, receivership, or deemed inactive pursuant to the Florida Division of Corporations.

SECTION 16. NOTICE.
All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties' respective contact persons at the addresses identified herein. This Section shall not preclude routine communication by the Parties by other means.

Hope DeSoto
Jennifer Bowser
Board Chair
P.O. Box 2780 Arcadia, FL 34265
863-202-9795
ed@habitatdesoto.org

County
County Administrator
201 E Oak Street, Suite 201
Arcadia, FL 34266
863-993-4800
m.hines@desotobocc.com

SECION 17. PUBLIC RECORDS. Hope DeSoto shall be required to comply with the following requirements under Florida's Public Records Law:

A. Hope DeSoto shall keep and maintain public records required by the County to perform the service.

B. Upon request from the County, Hope DeSoto shall provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Hope DeSoto shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Hope DeSoto does not transfer the records to the County.

D. Hope DeSoto shall, upon completion of the contract, transfer, at no cost, to the County all public records in possession of Hope DeSoto or keep and maintain public records required by the County to perform the service. If Hope DeSoto transfers all public records to the County upon completion of the contract, Hope DeSoto shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Hope DeSoto keeps and maintains public records upon completion of the contract, Hope DeSoto shall meet all applicable requirements for retaining public records. All records stored electronically must be provided by Hope DeSoto to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

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

SECTION 18. AMENDMENTS.

No modification or amendment of this Agreement will be of any force or effect unless in writing and executed by all of the Parties to this Agreement.

SECTION 19. GOVERNING LAW AND REMEDIES.

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary arising out of the Agreement will have its venue in DeSoto County, Florida, and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled, all to the extent permitted by applicable Florida law.

SECTION 20. INDEPENDENT CONTRACTOR RELATIONSHIP.

By virtue of this Agreement, neither party to this Agreement shall be considered the employee, agent, or servant of the other. All persons engaged in any of the program work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to Hope DeSoto's sole direction, supervision, and control. Hope DeSoto shall exercise control over the means and manner in which its employees, volunteers, and agents utilize the Storage Building. Neither party shall have the power or authority to bind the other in any promise, agreement or representation.

Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties or any affiliate thereof, or to provide any party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other party.

SECTION 21. MISCELLANEOUS.

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

B. Execution in Counterparts. This Agreement, and any Amendments thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

E. Waiver. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

HOPE DESOTO LONG TERM RECOVERY GROUP, INC

By: _____

_____
Print Name and Title

Date: _____

Attest:

By: _____

_____
Print Name and Title

DESOTO COUNTY, FLORIDA

By:_____

_____
Print Name and Title

Date: _____

Attest:

By:_____

_____
Print Name and Title

Approved as to form
and legal sufficiency on behalf of the
County:

_____
Valerie Vicente, County Attorney

Exhibit A

DeSoto County

6/10/2025

Item #: 15.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:00 am
☐ Public Hearing Resolution

DEPARTMENT: Administration
SUBMITTED BY: **Brian R. Wagner**
PRESENTED BY: **Brian R. Wagner**

TITLE & DESCRIPTION:
Resolution/Budget Amendment Fiscal Year 2024/2025

REQUESTED MOTION:
To adopt a Resolution relating to the attached budget amendments affecting the 2024/2025 adopted budget.

SUMMARY:
The Resolution will approve the additions, corrections and redistribution of the 2024/2025 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 2024/2025; 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 2024/2025 as required by Florida law; and

WHEREAS, since its adoption, the Board has examined the adopted budget for Fiscal Year 2024/2025 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 2024/2025 is hereby amended and supplemented as provided in Budget Amendment 2025-101, 2025-102 and 2025-103.

Section 3. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 10th day of June 2025.

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

ATTEST:

_____
Mandy Hines
County Administrator

By: _____
Joel C. Deriso
Chairman

Approved as to form and legal sufficiency:

_____
Valerie Vicente
County Attorney

Department	Attachment	Amendment	Description
General Fund-Sheriff	2	101	Insurance settlement received by the Sheriff's office for an LPR trailer total loss.
LIHEAP	3	102	Florida Department of Commerce budget increase for Home Energey, Crisis and Administration costs.
SHIP	4	103	Transfer from SHIP reserves for SHIP Program Administration.

2024/2025 Budget Amendments Packet 17
June 10, 2025

	Revenue Sources				Expenses Account Description	
Attachment	**General Fund**	Funds From:	Fund	B.A.		Funds Disbursed For:
2	37,568.00	Misc. Revenue-Sheriff	001	101	37,568.00	Operating Supplies
3	6,000.00	Trsf. In General Fund	001	102	6,000.00	Contingency
4	15,000.00	Trsf. In General Fund	001	103	15,000.00	Contingency
	$ 58,568.00				$ 58,568.00	
Attachment	**Special Revenue**	Funds From:	Fund	B.A.		Funds Disbursed For:
3	81,000.00	LIHEAP Revenues	101	102	81,000.00	Various GL Expense Accounts
4	15,000.00	Reserves for Cash Forward	141	103	15,000.00	Trsf. To General Fund
	$ 96,000.00				$ 96,000.00	
Attachment	**Capital Construction Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
Attachment	**Enterprise Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
Attachment	**Agency Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
	$ 154,568.00	Total Debits			$ 154,568.00	Total Credits

BUDGET AMENDMENT REQUEST/CORRECTION

2024/2025

Department	General Fund-Sheriff		Date	6/10/2025	Amendment #	2025-101

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
00125085213000000	Operating Supplies	1,518,789.00	37,568.00		1,556,357.00	Insurance settlement received by the Sheriff's office for
00100003699300000	Misc Revenuc-Sheriff	130,000.00		37,568.00	167,568.00	an LPR trailer total loss.
	Column TOTALS		37,568.00	37,568.00		$ -

APPROVALS

Board Chairman _____ Date: 6/10/2025

County Administrator _____ Date: 6/10/2025

Finance Director _____ Date: 6/10/2025

Budget Coordinator _____ Date: 6/10/2025

Entered By _____ Date: 6/10/2025

ATTACHMENT 2

BUDGET AMENDMENT REQUEST/CORRECTION

2024/2025

Department	LIHEAP		Date	6/10/2025	Amendment #	2025-102

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
10139005644300000	Home Energy Assistance	81,152.00	50,000.00		131,152.00	Florida Department of Commerce budget increase for
10139005644310000	Crisis Benefit Payments	81,152.00	25,000.00		106,152.00	Home Energy, Crisis and Program Administration costs.
10139005819100001	Transfer to General Fund	45,367.00	6,000.00		51,367.00	
10100003346200000	LIHEAP Revenues	209,671.00		81,000.00	290,671.00	
00199985599100000	Contingency	9,442,043.96	6,000.00		9,448,043.96	
00100003810000101	Transfer from LIHEAP	45,367.00		6,000.00	51,367.00	
	Column TOTALS		87,000.00	87,000.00		$ -

APPROVALS

Board Chairman _____ Date: 6/10/2025

County Administrator _____ Date: 6/10/2025

Finance Director _____ Date: 6/10/2025

Budget Coordinator _____ Date: 6/10/2025

Entered By _____ Date: 6/10/2025

ATTACHMENT 3

BUDGET AMENDMENT REQUEST/CORRECTION

2024/2025

Department	**SHIP**		Date	6/10/2025	Amendment #	**2025-103**

Account #	Account Description	CURRENT Budget	**DEBIT**	**CREDIT**	**REVISED** Budget Amt	Explanation for Request
14171295819100001	Transfer to General Fund	32,200.00	15,000.00		47,200.00	Transfer from SHIP reserves for SHIP Program Administration.
14171295549900000	Reserve for Cash Forward	798,709.00		15,000.00	783,709.00	
00199985599100000	Contingency	9,448,043.96	15,000.00		9,463,043.96	
00100003810000141	Transfer from SHIP Housing	112,910.00		15,000.00	127,910.00	
	Column TOTALS		30,000.00	30,000.00		$ -

APPROVALS

Board Chairman _____ Date: 6/10/2025

County Administrator _____ Date: 6/10/2025

Finance Director _____ Date: 6/10/2025

Budget Coordinator _____ Date: 6/10/2025

Entered By _____ Date: 6/10/2025

ATTACHMENT 4

DeSoto County

6/10/2025

Item #: 16.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:00 am
☐ Public Hearing Contract

DEPARTMENT: Utilities
SUBMITTED BY: **Megan Deuchar**
PRESENTED BY: **Greg Harris**

TITLE & DESCRIPTION:
Contract Award / Rankel Stillwagon Contracting, LLC / Building Renovation - DCI Water Treatment Facility

REQUESTED MOTION:
Approve the Contract with Rankel Stillwagon Contracting, LLC, for the building renovation of the DeSoto Correctional Institute's Water Treatment Facility.

SUMMARY:
Staff is recommending approval of the Contract with Rankel Stillwagon Contracting, LLC, for the building renovation of the DeSoto Correctional Institute's Water Treatment Facility.

BACKGROUND:
The County issued ITB No. 25-14-00ITB seeking bids for structural and exterior repairs to the County-owned DCI Water Treatment Facility, a pre-engineered metal building originally constructed in 1970. The building has experienced deterioration due to age and environmental exposure. The renovation will address damaged insulation, wall panels, steel framing members, roof components, and gutters to restore the facility's structural integrity and bring it into compliance with current standards. Five bids were received, and staff conducted reference checks prior to recommending award to the lowest responsive and responsible bidder, Rankel Stillwagon Contracting, LLC.

FUNDS:
Budget Amount: **$60,000.00**
Actual Agenda Item: **$40,750.00**
Cost: **$40,750.00**
Account Number: **410-70965334600000**
Explanation: **Budgeted CIP expense.**

DESOTO COUNTY
BUILDING RENOVATION – DCI WATER TREATMENT FACILITY
Bid #25-14-00ITB

THIS CONTRACT is made this ____ day of _____, 2025, 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 **RANKEL STILLWAGON CONTRACTING, LLC**, a Limited Liability Company, authorized to do business in the State of Florida, hereinafter referred to as ("CONTRACTOR"), whose address is 5347 Main Street, Suite 301, New Port Richey, FL, 34652.

WHEREAS, the COUNTY desires to retain a contractor to perform the DeSoto County's DCI Water Treatment Facility Building Renovation Project, as more specifically set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, in furtherance of the above, the COUNTY issued Invitation to Bid, Bid No. 25-14-00ITB (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 described as the DeSoto County's DCI Water Treatment Facility Building Renovation Project in accordance with the Scope of Services 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 the ITB and a Contract to the CONTRACTOR for the rendering of those services described in the Scope of Services; and

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 responsibility 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 DCI Water Treatment Facility Building Renovation Project. 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. Upon execution of the Contract and

issuance of the Notice to Proceed by the County, the Contractor shall begin work within ten (10) calendar days. Submission of submittals, shop drawings, and the construction schedule shall constitute the commencement of work. All work shall be completed within the number of calendar days specified in the Notice to Proceed ("Final Completion"). 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 HUNDRED DOLLARS ($100.00)** as fixed, agreed and liquidated damages for each calendar day 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 a lump sum amount not to exceed **FORTY THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($40,750.00)** 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 Board of County Commissioners 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. Bid Forms attached hereto as Exhibit "C".

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 $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 location/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

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 of $1,000,000 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.

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.

A. 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.

B. 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, 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.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____day

of _____, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

By: _____
Mandy Hines
County Administrator

By: _____
J.C. Deriso
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

_____
Valerie Vicente
County Attorney

Date: _____

WITNESSES:

_____

_____

RANKEL STILLWAGON CONTRACTING, LLC

By: _____

Printed Name: _____

Title: _____

SCOPE OF SERVICES

[15]

BUILDING RENOVATION – DCI WATER TREATMENT FACILITY
25-14-00ITB

SUMMARY

The DeSoto County Board of County Commissioners is seeking Bids from qualified contractors to provide construction services for the renovation of the DCI Water Treatment Facility located at 13617 SE Hwy 70, Arcadia, Florida. The structure is a 3,796 square-foot pre-engineered metal building originally constructed in 1970. Based on a structural inspection conducted on April 25, 2024, the facility has experienced deterioration to several critical building elements, primarily due to environmental exposure and off-gassing from water treatment activities.

This project is intended to restore the building's integrity, functionality, and code compliance through the repair and replacement of key structural components. All work shall be performed in accordance with applicable standards and requirements as outlined herein.

GENERAL REQUIREMENTS

- The Contractor shall provide all labor, materials, equipment, tools, supervision, and incidentals necessary to perform the complete Scope of Work.
- All materials used must conform to ASTM standards and be appropriate for the building's climate and industrial use.
- Building permit fees will be waived by the County; however, the Contractor shall obtain all applicable permits and arrange for all required inspections.
- The Contractor shall field-verify all quantities and dimensions prior to beginning work.
- All welding must be performed by AWS-certified welders in accordance with applicable building codes and standards.

DETAILED SPECIFICATIONS

The renovation project will include, but is not limited to, the following specifications:

1. Interior Repairs

- Replace approximately 500 square feet of damaged batt insulation (see Note 4).
- Repair or replace four (4) damaged or missing horizontal framing members of the louver framing and eight (8) steel king studs in disrepair (see Note 1).

2. Exterior Repairs

a. Northeast (Front) Exterior Wall

- Replace fifty-five (55) damaged or missing fasteners.
- Replace four (4) damaged wall panels.

- Replace gutters in two (2) locations (see Note 2).

b. Southwest Exterior Wall

- Replace thirty (30) damaged or missing fasteners.

c. Southeast (Rear) Exterior Wall

- Replace one hundred forty-two (142) damaged or missing fasteners.
- Replace fifteen (15) damaged wall panels (see Note 3).
- Repair or replace two (2) buried rain diverters (see Note 2).

d. Northeast Exterior Wall

- Replace seventy-five (75) damaged or missing fasteners.
- Replace fourteen (14) damaged wall panels.

e. Roof Repair

- Replace four (4) damaged roof panels.
- Replace roof vents.

f. Miscellaneous

- Ensure all downspouts are properly fastened to the building.
- Identify and manage all subcontractors in compliance with DeSoto County's standards for quality and reliability.
- All materials used must adhere to applicable ASTM standards and be suitable for the intended use.

NOTE 1: LOUVER FRAMING

Damaged or missing framing members shall be replaced in kind or repaired, including the four (4) 48-inch steel sills and the eight (8) steel king studs. The Contractor shall field-verify the dimensions and properties of the members to be replaced. In areas where the connecting member is degraded, such as the king studs, patches shall be provided in accordance with Exhibit 3 of the structural inspection report. If a member has degraded on more than one face, or if the damage is larger than practicable for repair, the entire damaged section shall be replaced in kind. All welds must be performed by an AWS-certified welder and shall comply with applicable codes and standards.

NOTE 2: STORM WATER

Damaged sections of gutter shall be repaired with appropriate material or replaced. The Contractor shall field-verify the location and size of all damaged rain gutters. The two (2) rain diverters at the rear of the building shall be excavated and replaced if found to be in unacceptable condition.

NOTE 3: WALL PANELS

An estimated thirty-three (33) panels with corrosion or physical damage shall be replaced in kind. The Contractor shall field-verify the location and quantity of damaged wall panels. Superficially damaged panels shall be re-coated to match the existing building. Corroded or missing fasteners (estimated at 302 total) shall also be replaced in kind, regardless of panel condition.

NOTE 4: INSULATION

All insulation showing evidence of saturation shall be replaced (estimated at 500 square feet). Due to the building's age and observed conditions, it is anticipated that existing insulation does not meet the requirements of the current Florida Building Code, Energy Conservation (FBC-EC) for commercial buildings. According to FBC-EC Table C301.1, DeSoto County is classified as Climate Zone 2A (warm-humid). Required R-values per FBC-EC Table C402.1.3 are:

- Metal building roof: R-19 plus R-11 liner systems
- Metal building walls: R-13 plus R-6.5 continuous insulation

TIME OF PERFORMANCE

The Contractor shall commence work upon issuance of a formal Notice to Proceed. The County will coordinate with the awarded Contractor to establish a mutually agreed-upon project schedule. The agreed time of performance will be incorporated into the contract documents following award.

WORKING HOURS

Work shall be performed Monday through Friday between 7:00 AM and 5:00 PM, excluding County holidays. Weekend work must be approved in advance by the County.

SITE RESTORATION & FINAL CLEANUP

Upon completion, the Contractor shall restore all disturbed areas to their original or better condition. All construction debris, surplus materials, and equipment shall be removed from the site. Final acceptance is contingent upon satisfactory inspection by the County's representative.

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GENERAL CONDITIONS

BIDDER: To insure acceptance of the bid, follow these instructions

1. **ACCEPTANCE:** Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Any increase in cost for items not delivered as specified in the solicitation may be charged against the Contractor.

2. **AMENDMENTS:** No amendment, modification or supplement to the Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

3. **APPLICABLE LAW:** This Contract 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.

4. **AS-BUILT DRAWINGS:** If this solicitation requires as-built drawings, the Contractor must supply three sets of certified as-built drawings upon completion of the project at the Contractors' expense. All sets submitted to the County must be certified by a professionally licensed engineering firm authorized to do business in the State of Florida. All drawings, specifications, and copies thereof furnished by the County are the property of the County. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the County upon the completion of the work.

5. **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. Assignment or transfer of the resulting Contract without written consent of the County may be construed by the County as a breach of contract sufficient to cancel this Contract at the discretion of the County.

6. **AVAILABILITY OF FUNDING:** Award of this solicitation is contingent upon availability of funding. Furthermore, during the contract period, if funding to finance all or part of the award resulting from this solicitation becomes unavailable, the County reserves the right to terminate such Contract after providing the Vendor no less than twenty-four (24) hours written notice. The County shall be the final authority as to the determination of availability of funding. The County agrees to reimburse the Contractor for any authorized goods or services provided prior to the Contractor's receipt of the aforesaid termination notice.

7. **AWARD:** It is the intent of the County to award a Contract to the lowest responsive and responsible Bidder, provided that the low bid does not exceed the funds available. The Base Bid and any Add Alternates must be bid for the bid to be considered responsive.
   A) **Within Available Funds:** If the lowest Base Bid received is within the funds currently budgeted for this project, the Add Alternates, if any, will be applied

in the order shown on the Bid Form prior to the determination of the lowest responsive and responsible Bid. If the Base Bid plus the Add Alternates, if any, is within the funds currently budgeted for this project, this bidder will be deemed the lowest bidder. The Add Alternates will be added until the funds currently available are met.

B) **Exceeds Available Funds:** If the lowest Base Bid received exceeds the funds currently budgeted for this project, the Add Alternates, if any, will not be considered. In this case a recommendation will be made using the budgeted base bid and proceed with the Contract award.

8. **BID BOND:** In submitting this sealed bid it is understood that the right is reserved by the DeSoto County Board of County Commissioners to reject any or all bids. It is agreed that this Bid may not be withdrawn for ninety (90) days from opening. Bids which are withdrawn will result in forfeiture of the bid bond, if any.
THERE WILL BE NO BID BOND REQUIRED FOR THIS PROJECT.

9. **BID PROTEST POLICY:** Any person whose bid or proposal is rejected, in whole or in part, or who submits a bid or proposal but is not awarded the Agreement may protest such decision, but only in strict compliance with this Section.

A) **BID PROTEST PROCEDURE:**

WRITTEN NOTICE; TIME. Any person who wishes to file a bid protest hereunder must file a notice of intent to do so, in writing, with the Purchasing Director within twenty-four (24) hours after receipt of the notice of rejection, for rejected bids or proposals, or, for contract awards, within twenty-four (24) hours after the County's declaration of its intention with regard to such award.

WRITTEN PROTEST; TIME; CONTENTS. Within ten (10) days after filing the written notice of intent to protest, a formal written protest must be filed with the Purchasing Director, explaining in detail the nature of the protest and the grounds upon which it is based.

PROTEST BOND. Each written protest must be accompanied by a bid protest bond in the form of a certified check, cashier's check or money order made payable to the DeSoto County Board of County Commissioners, in an amount not less than five percent (5%) of the protester's bid, or (in the case of submission of a "no-bid" by the protestor) in the amount not less than five percent (5%) of the lowest responsible bid received by the County, or (in the case of a request for proposals) in the amount of not less than five percent (5%) of the contract awarded by the County for the accepted proposal.

FORFEIT OF BOND. The condition of the protest bond shall be that, should the protest be determined to be without merit and non-valid, the bond shall be forfeited to the County in its entirety.

B) **BID PROTEST CONSIDERATION:**

PROTEST DECISION. Upon receipt of a formal written protest, the Purchasing Director shall forward such written protest to the County Attorney, who shall act as the bid protest Director, and who shall be provided all applicable documents and files. The County Attorney shall decide the protest, provided in writing, to the County Administrator and Purchasing Director, with findings of fact and a conclusion as to the validity or non-validity of the protest, within fourteen (14) days after receipt by the County Attorney of the formal written protest.

NOTICE OF DECISION. Within twenty-four (24) hours after receipt of the County Attorney's decision on a protest, the Purchasing Director shall mail a copy thereof to the protestor.

10. **CONTRACTOR OBLIGATIONS:** Contractor agrees to perform and complete the service described in the solicitation in accordance with the work requirements of this Contract and attached exhibits. Contractor shall furnish all labor, supervision, equipment, and materials for the service. Experienced, qualified supervisors of the Contractor are essential to the satisfactory performance of the work. The County may consider lack of competent capable supervision as grounds to reject a bid or terminate this Contract. An experienced, qualified supervisor should have approximately two years of experience and one-year of supervisory experience doing the type of work requested in this solicitation. The County reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.

11. **COMPLETE AGREEMENT:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire Contract and there are no promises or understandings other than those stated herein, and that any prior negotiations between the County and Contractor or terms or conditions of sales set forth in the Contractor's quotation or order or sales acknowledgement shall not constitute a part of the Contract between the County and Contractor concerning this purchase. The term "Contract" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

12. **COMPLIANCE:** A submission of a bid shall constitute an incontrovertible representation by a Bidder that the Bidder has complied with every requirement herein, and that without exception the bid is premised upon performing the work required by the Contract Documents with such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

13. **COMPLIANCE WITH LAWS:** Contractor represents and warrants that the

performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

14. **CONDITION:** It is understood and agreed that any item offered or shipped as a result of this solicitation shall be the latest model in current production and shall be of good quality, workmanship and material. All containers shall be suitable for storage or shipment; and all prices shall include standard commercial packaging. By signing the Bid Form, the Bidder represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified.

15. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of DeSoto County. Further, all Bidders must disclose the name of any DeSoto County employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidder's firm or any of its branches.

16. **CHANGE ORDERS:** A Change Order is a written order to the Contractor signed by the County or their authorized agent issued after the execution of the Contract, authorizing a change in the Project or the method or manner of performance, an adjustment in the Contract Price and/or Completion Date. Each adjustment in the Contract Price resulting from a Change Order shall require a revised Cost Breakdown signed by the County and the Contractor, resulting in the revised Contract Price upon acceptance of the Change Order.

The County shall have the right of make changes in the drawings, design, or specifications if within the general scope of the Contract. All such Changes in the Project Contract Price and/or Completion Date shall be authorized by Change Order issued by the County and will be adjusted accordingly and executed by the County and Contractor before proceeding with any changes in the Contract.

Concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications, or County furnished information or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Price and the Construction Completion Date shall be equitably adjusted by Change Order upon claim by either party made within a reasonable time after the first observance of the conditions.

All documents submitted by the Contractor requiring response from the County which affect the Contractor's approved construction schedule are to be submitted at least 7 calendar days prior to the time needed. This pertains to Submittals, RFIs and Change orders. Within 7 days, the County will respond, approve, reject or request revisions/additional information as appropriate.

The Contractor must submit a request for Change Order for any work outside the contracted scope BEFORE the work is performed. The Contractor may only receive additional payment for work outside the contracted scope if a written Change Order is fully executed by the County prior to the work being performed. Any work performed without an approved Change Order will not be paid for by the County.

The County has assigned the following authority levels for Change Order dollar amounts and Contract 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. In cases where a change order requires board action, the review period is subject to the BOCC schedule.

If there is a dispute between the County and Contractor as to whether an instruction or directive constitutes a change, it is specifically agreed that neither Contractor's performance nor County's direction shall:

A) Prejudice either party's rights to claim that such directive does or does not constitute a change.

B) Limit the amount, if any, of adjustment in the Contract price called for by such change.

C) Serve to determine whether or to what extent the Contractor is entitled to additional time for performance under the Contract.

If any such change caused an increase or decrease in the cost of, or the time required for the performance of any part of the work there under, an equitable adjustment shall be made to the Contract price or performance schedule.

17. **CONTRACTOR'S OWN FORCES:** No more than seventy-five percent (75%) of the dollar value of the total contract work may be accomplished by subcontractors. Balance of the work must be accomplished by successful Bidder's own forces. Each Bidder must furnish with its Bid Form, a list of the items it proposes to subcontract and the estimated cost of these items.

18. **DELAYS AND EXTENSION OF TIME:** The Contractor shall not be entitled to any claim for damages including loss of profits, loss of use, overhead expenses, equipment rental, etc., because of hindrances or delays for any cause whatsoever,

but if occasioned by an act of God, or by any act or omission on the part of the County. County's agents or governmental agencies having jurisdiction, such act, hindrance or delay may entitle the Contractor to an extension of time in which to complete the work, which shall be determined by the County, provided that the Contractor will give written notice within two (2) weeks as provided herein of the cause of such act, hindrance, or delay. An extension of Contract Time shall be the Contractor's sole and exclusive remedy for all claims for delay, including delays attributable to breach of Contract or tort. However, the Contract Time will NOT be extended past the completion date stipulated in the County's Grant Agreement, if there is a Grant associated with the Work.

If any emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this solicitation, the County reserves the right to acquire from other sources any products/services during any suspension of delivery.

19. **DIRECT PURCHASE:** The County reserves the right, at the County's sole option, to utilize the Purchasing Department's direct purchasing ordering system. Direct purchase orders may be issued for applicable supplies and equipment to be utilized in the County's solicitations in order to recover applicable sales tax on these purchase orders.

20. **DISPUTES:** 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.

21. **DISQUALIFICATION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If the County believes the Bidder is interested in more than one bid for the work contemplated, all bids in which such Bidder is interested in shall be rejected. If the County believes collusion exists among Bidders, all bids shall be rejected.

22. **DOCUMENT CONFLICTS:** In the event of inconsistency between the Drawings and Specifications or within either the Drawings or Specifications not clarified by addendum, the better quality or the greater quantity of work shall be provided in accordance with the COUNTY'S interpretation.

23. **ERROR IN EXTENSION:** If the unit price and the extension price are at variance, the unit price shall prevail.

24. **E-VERIFY:** Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Contractor during the term of this Contract in which the Contractor performs employment duties within Florida. This verification requirement extends to all persons, including subcontractors, utilized, hired, contracted or assigned by the Contractor to perform work pursuant to this Contract.

25. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** It is the responsibility of each Bidder before submitting a bid to:

A) Examine the Contract Documents thoroughly,

B) Visit the site to become more familiar with local conditions that may affect cost, progress or performance of the work,

C) Consider Federal, State and local Laws and Regulations that may affect cost, progress or performance of the work,

D) Study and carefully correlate the Bidder's observations with the Contract Documents and,

E) Notify the County of all conflicts, errors, or discrepancies in the Contract Documents.

Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the County by underground utilities companies or others, and the County does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise.

The Contractor shall verify and familiarize themselves with the lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the work and identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or changes in existing structures are to be obtained by the County unless otherwise provided in the Contract Documents.

26. **FAILURE TO PERFORM:** If, during the term of the Contract, the Contractor should refuse or otherwise fail to perform any of its obligations under the Contract, the County reserves the right to:

A) Obtain the goods or services from another Contractor; and/or

B) Terminate the Contract; and/or

C) Suspend the Contractor from bidding for a period of up to 24 months.

27. **INCURRED COST:** DeSoto County is not liable for any cost incurred by the Contractor prior to award. Costs for developing a response to this solicitation are entirely the obligation of the Bidder and shall not be chargeable in any manner to DeSoto County.

28. **INDEMNIFICATION:** 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.

29. **INFORMALITIES AND IRREGULARITIES:** The County has the right to waive minor defects or violations of a bid 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 such concession does not affect the price, quality, quantity, delivery, or performance time of the goods/services being procured.

30. **INSPECTION:** All goods and services shall be subject to inspection and approval by the County at all reasonable times including inspection during manufacture. Inspection and approval by the County at Contractor's plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by the County shall be promptly repaired or replaced at Contractor's expense. Any and all costs incurred by the County in connection with the return of goods rejected by the County as defective shall be at Contractor's risk and expense.

31. **INSURANCE:** The Contractor, at its own expense and in its own name must provide and keep in force during the term of this Contract, insurance coverage provided by a (a) company(s) licensed to conduct business in the State of Florida acceptable to the County with limits not less than indicated for the respective items or as otherwise agreed. Types of coverage and limits of liability shall be as set forth in the Special Conditions.

If any insurance should be cancelled or changed by the insured or expire during the period of its bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the solicitation to

maintain continuous coverage during the life of the award.

32. **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 no way be cause for relief from responsibility.

33. **LICENSE/CERTIFICATIONS:** The successful Contractor will be required to secure, at its expense, the proper occupational license and/or any other license/certification required of the applicable service/work being performed. Proof of license and/or certification may be required prior to bid award. The Bidder shall fully comply with all state and federal laws, County procurement policies, ordinances and regulations in any manner affecting the performance of the work. The Bidder shall provide its occupation license number and expiration date.

33. **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 Contract; or the negligence of the Contractor in the performance of its duties under this Contract, 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.

35. **LIQUIDATED DAMAGES:** For all Contracts, regardless of whether the Contract time is stipulated in calendar days or working days, the County will count default days in calendar days. If the Contractor or, in case of his default, the Surety, fails to complete the work within the time stipulated in the Contract, or within such extra time that the County may have granted the Contractor or, in case of his default, the Surety shall pay to the County, not as a penalty, but as liquidated damages, the following amounts according to Contractor's Bid amount:

$50,000.00 - $100.00 per calendar day.
$50,000.00 to $500,000.00 - $250.00 per calendar day.
$500,000.00 to 1 Million - $500.00 per calendar day.

Over 1 Million - $1,000.00 per calendar day.

The County has the right to apply, as payment on such liquidated damages, any money the County owes the Contractor.

The County does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extension.

In case of default of the Contract and completion of the work by the County, the Contractor and his Surety are liable for the liquidated damages under the Contract, but the County will not charge liquidated damages for any delay in the final completion of the County's performance of the work due to any unreasonable action or delay on the part of the County.

The County considers the Contract complete when the Contractor has completed all work and the County has accepted the work. The County will then release the Contractor from further obligation except as set forth in his bond, if any.

36. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in DeSoto County, Florida; or in the Federal Courts, wherein venue shall lie in the Central District in and for the State of Florida. The Contractor expressly waives venue in any other location.

37. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk.

38. **NONCONFORMING TERMS AND CONDITIONS:** A bid response that includes terms and conditions that do not conform to the terms and conditions in the solicitation are subject to rejection as nonresponsive. The County reserves the right to permit the Bidder 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.

39. **NON-EXCLUSIVE CONTRACT:** Award of this Contract shall impose no obligation on the County to utilize the Contractor for all work of this type, which may develop during the contract period. This is not an exclusive Contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.

40. **OPERATION DURING DISPUTE:** In the event the County has not cancelled the Contract in accordance with the terms of the Contract, and there remains a dispute with the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the Court.

41. **PAYMENT BOND:** In submitting this sealed bid it is understood that the DeSoto County Board of County Commissioners may require a Payment Bond to ensure payments are made to all person supplying labor or material for the completion of work under this Contract.

42. **PAYMENT TERMS:** Contractor shall prepare and submit to the Board of County Commissioners for approval, invoices for the services rendered under this Contract. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act, found in Part VII, Ch. 218, Florida Statutes. 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.

43. **PERFORMANCE BOND:** In submitting this sealed bid it is understood that the DeSoto County Board of County Commissioners may require a Performance Bond to protect the County from any and all losses due to the awarded Contractor's inability to complete the Contract as agreed.

44. **PERIOD OF OFFER VALIDITY:** Prices quoted must remain firm for a period of ninety (90) days from the bid opening date.

45. **PERMITS:** The Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of the solicitation. When such charges are normally made by the County and when so stated in the Contract Documents, there will be no charges to the Contractor. The County shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor will also pay all public utility charges.

46. **PRE-BID MEETING:** If the Contract Documents state the Pre-Bid Meeting is MANDATORY, you must attend this meeting. No Bids will be accepted if you do not attend.

47. **PUBLIC RECORDS REQUESTS:**
IF THE CONTRACTOR [CONSULTANT] HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S [CONSULTANT'S] DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT THE DESOTO COUNTY ADMINISTRATION BUILDING, 201 EAST OAK STREET, ARCADIA, FLORIDA 34266 (863) 993-4800.

A) Contractor [Consultant] must keep and maintain all public records required by the Agency in order to perform services under this Contract.

B) Upon request from the Agency's custodian of public records, Contractor [Consultant] shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.

C) Contractor [Consultant] shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor [Consultant] does not transfer the records to the Agency.

D) Upon completion of the contract, Contractor [Consultant] shall transfer, at no cost, to the Agency all public records in the possession of the Contractor [Consultant], or keep and maintain public records required by the Agency to perform the service under this contract. If the Contractor [Consultant] transfers all public records to the Agency upon completion of the contract, the Contractor [Consultant] shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor [Consultant] keeps and maintains public records upon completion of the contract, the Contractor [Consultant] shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.

48. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: This solicitation may be extended to include other governmental agencies provided a cooperative Purchasing Agreement exists. Each political entity will be responsible for the execution of its own requirements with the awarded Contractor.

49. RETAINAGE: The Contract retainage amount with respect to the progress payments shall be 10% unless otherwise stated in the Contract Documents. The County, at its sole discretion, may allow for a reduction of retainage dependent on work progress and status.

50. RIGHT TO AUDIT RECORDS: In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County.

51. **RIGHT TO REJECT:** The DeSoto County Board of County Commissioners' reserves the right to reject any and all bids not deemed to be in the best interest of the County, or to accept that bid which appears to be the lowest most responsible bid which may not be in the best interest of the County. The County reserves the right to waive any and all informalities or reject any or all bids or any part of any bid. The County also reserves the right to award or eliminate any portion of the bid.

52. **SAFETY AND PROTECTION:** The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

A) All employees on the work site and other persons, who may be affected thereby,

B) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

C) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement on roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

D) The Contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

53. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

54. **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 Contract.

55. **SUBMITTALS:** All Submittals, MOT, Project Schedule and any other pertinent information, if required of the project, must be provided by the awarded Contractor at the Project Kick-off Meeting or Notice to Proceed will not be issued. If the awarded Contractor fails to provide this information in a timely manner, the County will consider failure to provide these materials, grounds for Termination by Default.

56. **TRAINING:** If specified, Contractor(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any

item(s) purchased from this solicitation.

57. **TERMINATION FOR CONVENIENCE:** The performance of work under the Contract may be terminated by the County in whole or in part whenever the County determines that termination is in the County's best interest. Any such termination shall be affected by the delivery to the Contractor of a written Notice of Termination at least ten (10) days before the date of termination, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination, except as otherwise directed, the Contractor shall stop work on the date of receipt of the Notice of Termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontractors; and settle all outstanding liabilities and claims.

58. **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 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. 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 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.

59. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from the Contractors personnel which are assigned by a person designated as authorized to bind the company will be recognized by the County as duly authorized expressions on behalf of the company.

60. **WARRANTY CLAUSE:** A warranty is a guarantee of the integrity of a product and of the manufacturers' responsibility for the repair or placement. All manufacturer warranties are to be transferred to the County before final acceptance.

61. **WORK HOURS:** In accordance with DeSoto County's Noise Ordinance 2011-11 work performed before 7:00 A.M. or after 10:00 P.M. is prohibited unless otherwise approved in advance. In the past, the County has counted Contract days instead of calendar days. Due to the unavailability of staff, the County will now count Contract days in working days excluding weekends and holidays. All work must be performed Monday through Friday unless otherwise approved in advance.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

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SPECIAL CONDITIONS

1. INSURANCE 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 of $1,000,000 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.

2. The Bidder's timely response under the terms of this Contract is paramount. The unavailability of the low bidder (depending on the urgency of the County's needs) may result in the award/project being authorized for the next low bidder.

3. Upon execution of the Contract and issuance of the Notice to Proceed by the County, the Contractor shall begin work within ten (10) calendar days. Submission of submittals, shop drawings, and the construction schedule shall constitute the commencement of work.

All work shall be completed no later than September 15, 2025. Contractors shall allow sufficient time prior to this deadline for County inspection and to address any deficiencies observed to ensure final completion by the required date.

4. The County may terminate this Contract at its convenience within 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 Commercial General Liability and Commercial Automobile Liability. DeSoto County is 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. **CONTRACTOR AND COUNTY DEFINED:**
As used in these specifications, the term "CONTRACTOR" refers to Seller and the term "COUNTY" refers to Purchaser, as defined in the terms and conditions applicable to this Contract. All person acting for Contractor, such as employees, subcontractors, and agents of the Contractor are included in the meaning of Contractor.

9. **CONTRACTOR OBLIGATIONS:**
Contractor agrees to perform and complete the service described in the Bid Documents in accordance with the work requirements of this Contract and attached exhibits. Contractor shall furnish all labor, supervision, equipment, and materials for the service. Experienced, qualified supervisors of the Contractor are essential to the satisfactory performance of the work. The County may consider lack of competent and capable supervision as grounds to reject a bid or terminate this Contract. An experienced, qualified supervisor should have approximately two years of experience doing the type of work requested in this Bid and one-year of experience supervising crews doing the type of work requested in this Bid. The County reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.

10. **ADDITIONAL INFORMATION:**
Questions about the Contract 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 Contract and 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, 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, CPPB, CPPO
Purchasing Director
DeSoto County Board of County Commissioners
201 East Oak Street, Suite 203
Arcadia, Florida 34266
863-993-4816 Office
863-993-4819 Fax
c.talamantez@desotobocc.com

DESOTO COUNTY
BUILDING RENOVATION – DCI WATER TREATMENT FACILITY
25-14-00ITB

BID FORM

PRICES INDICATED HEREIN REFLECT STRICT COMPLIANCE WITH TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS OF THIS INVITATION FOR BID, OR WITH EXCEPTION DETAILED IN AN ENCLOSURE APPENDED HERETO.

QTY.	U/M	COMMODITY OR SERVICES	TOTAL PRICE
1	LUMP SUM	For all labor, materials, equipment, permits (excluding permit fees), supervision, inspections, clean-up, and incidentals necessary to complete the work described in the Scope of Work and Contract Documents.	$40,750.00

WRITTEN BID AMOUNT: Forty thousand, seven hundred and fifty dollars.

(Company Name) Rankel Stillwagon Contracting LLC

(Mailing Address) 5347 Main Street Suite 301, New Port Richey, FL, 34652

(Street Address) 5347 Main Street Suite 301

(CITY/STATE/ZIP) , New Port Richey, Florida, 34652

BY Michael Passaro TITLE Project Manager
(Please print)

(Signature – Bids Must Be Signed by a person authorized to bind the Company)

TELEPHONE 813-373-9149 DATE 5/13/2025

FAX #:

EMAIL ADDRESS: mpassaro@rs-gc.com

☐ A site visit was performed.

BIDDERS CHECKLIST

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

_x_ Completely Executed Bid Package (one (1) original, one (1) copy, and one (1) electronic copy on a flash drive)

_x_ Bid Proposal Form

_x_ Qualifications Statement Form

_x_ Hold Harmless Form

_x_ Drug Free Workplace Form

_x_ E-Verify Affidavit

_x_ Public Entity Crimes Form

_x_ Non-Collusion Affidavit

_x_ Human Trafficking 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: Michael Passaro-Project Manager — Corporation
NAME: Rankel Stillwagon Contracting LLC — Partnership
ADDRESS: 5347 Main Street Suite 301, New Port Richey, FL, 34652 — Individual
PRINCIPAL OFFICE: — Joint Venture
5347 Main Street Suite 301, New Port Richey, FL, 34652 — 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: Rankel Stillwagon Contracting LLC

The address of the principal place of business is:
5347 Main Street Suite 301, New Port Richey, FL, 34652

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

a. Date of Incorporation: 2/1/2024

b. State of Incorporation: Florida

c. President's name: John Rankel / Clarence Stillwagon

d. Vice President's name: Eric Reynolds

e. Secretary's name: Samuel Landrum

f. Treasurer: Ciara Rankel

g. Name and address of Resident Agent: John Rankel

3447 Triggerfish Dr. Hernando Beach, Fl 34607

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?

2 Year

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

_____

_____

_____

_____

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.

CBC006231

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

Yes _____ No X

9. Did you attend the Pre-Proposal Conference? Yes _____ No X_____

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	
Amazon	Ginger Budnick	5347 Main Street Suite 301, N	Email budnickg@amazon.com
			Telephone 636-346-2790
Calista Cay Real Estate	Christopher Ryan	Florida	Email jagsbaron@gmail.com
			Telephone 813-484-2308
Board Of Sumter County Commissioners Public Works Department	Freddie Fudge	319 E. Anderson Ave. Bushnell, FL 33513	Email freddie.fudge@sumtercountyfl.gov
			Telephone 352-689-4400

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

Eric Reynolds - 15+Yrs. Management - VP of Field Operations

Michael Passaro - 40+ Yrs. Supervision/Management - Project Manager

Drew Stevens - 15+ Yrs Supervision/Management - Superintendent

Xin Xie - 10+ Yrs Supervision/Management - Project Manager

Matt Brown - 12+ Yrs Supervision/Management - Superintendent

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

Eric Reynolds

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 Hillsborough

On this the 13th day of May, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared Michael Passaro 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:

ASHLEE CARNAHAN NOTARY PUBLIC MY COMMISSION EXPIRES 5-10-2028 STATE OF FLORIDA COMMISSION NUMBER HH 485020

Ashlee Carnahan
(Name of Notary Public: Print, stamp, or type as commissioned.)

X Personally known to me, or

_____ Produced identification:

_____

X DID take the oath, or

_____ DID NOT take the oath.

HOLD HARMLESS

Contractor/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 Contractor/Consultant and other persons employed by or utilized by Contractor/Consultant in their performance under this Agreement.

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

☐ **Partnership** ☑ **Corporation**

Name of Bidding Firm:

5347 Main Street Suite 301, New Port Richey, FL, 34652

Mailing Address:

5347 Main Street Suite 301 New Port Richey, FL, 34652

Location Address:

5347 Main Street Suite 301

City & State: New Port Richey, FL **ZIP:** 34652

Telephone: 636-346-2790 **Fax Number:** _____

Name/Title of person authorized to bind the Company: Michael Passaro - Project Manager

Signature of person authorized to bind the Company: _____

Date: 5/13/2025

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Rankel Stillwagon Contracting LLC (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 bid 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 bid, 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: 5/13/2025

DESOTO COUNTY
CONTRACTOR/CONSULTANT/VENDOR
E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Hillsborough

BEFORE ME, the undersigned authority, appeared Michael Passaro, 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 Project Manager (title) of Rankel Stillwagon Contracting LLC (the Contractor/Consultant/Vendor).

4. I am authorized by Rankel Stillwagon Contracting LLC 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: Michael Passaro

As its: Project Manager

Dated: 5/13/2025

STATE OF Florida

COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 13th day of May, 20 25, by Michael Passaro, on behalf of Rankel Stillwagon Contracting LLC, who is personally known to me or who has produced _____ as identification.

Print Name: Ashlee Carnahan

Notary Public of the State of Florida

My Commission Expires: 5/10/2028

ASHLEE CARNAHAN NOTARY PUBLIC MY COMMISSION EXPIRES 5-10-2028 STATE OF FLORIDA COMMISSION NUMBER HH 450320

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 Florida
COUNTY OF Hillsborough

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

1. The business address of Rankel Stillwagon Contracting LLC
[Name of firm]

is 5347 Main Street Suite 301 New Port Richey, FL, 34652

2. My relationship to Rankel Stillwagon Contracting LLC
[Name of firm]

is Project Manager
[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 bid 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 _____.~~

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 Hillsborough

On this the 13th day of May, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared Michael Passaro 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:

ASHLEE CARNAHAN NOTARY PUBLIC MY COMMISSION EXPIRES 5-10-2028 STATE OF FLORIDA COMMISSION NUMBER HH 495070

Ashlee Carnahan
(Name of Notary Public: Print, stamp, or type as commissioned.)

X Personally known to me, or

_____ Produced identification:

_____

_____ DID take the oath, or

_____ DID NOT take the oath.

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
Rankel Stillwagon Contracting LLC	

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 Hillsborough

BEFORE ME, the undersigned authority, personally came and appeared, Michael Passaro 5347 M, who after being duly sworn, deposed and said that he is the fully authorized Project Manager of Rankel Stillwagon Contracting LLC (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 13th DAY OF May, 2025. NOTARY PUBLIC

AFFIANT

Company Name: Rankel Stillwagon Contracting LLC

Address: 5347 Main Street Suite 301 New Port Richey, FL

Phone Number: 722-203-3615

Signature: _____

NON-COLLUSION AFFIDAVIT IN THE STATE OF Florida IN THE COUNTY OF Hillsborough being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders. Subscribed and sworn before me this 13th day of May, 2025 NOTARY PUBLIC in and for the State of Florida

Signature _____

Seal

ASHLEE CARNAHAN NOTARY PUBLIC MY COMMISSION EXPIRES 5-10-2028 STATE OF FLORIDA COMMISSION NUMBER HH 450720

HUMAN TRAFFICKING AFFIDAVIT
SECTION 787.06, FLORIDA STATUTES

Before me, the undersigned authority, personally appeared Michael Passaro _____, whom after being duly sworn, deposes and states:

(Affiant)

1. My name is Michael Passaro and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with Rankel Stillwagon Contracting LLC, a non-governmental entity. I am authorized to provide this affidavit on behalf of Rankel Stillwagon Contracting LLC.

3. The non-governmental entity, Rankel Stillwagon Contracting LLC, does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

5/13, 2025

Rankel Stillwagon Contracting LLC
(Affiant)

STATE OF FLORIDA
COUNTY OF Hillsborough

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this May 13th, 2025 by Michael Passaro on behalf of Rankel Stillwagon Contracting LLC, who is personally known to me or has produced _____ as identification.

ASHLEE CARNAHAN NOTARY PUBLIC MY COMMISSION EXPIRES 5-10-2028 STATE OF FLORIDA COMMISSION NUMBER HH 495070

Notary Public

Name (Printed) Ashlee Carnahan

My commission expires 5/10/2028

(Printed typed or stamped Commissioned name of Notary Public)

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WALTERS, DENNIS D

BUILDING CONCEPTS OF TAMPA BAY, LLC
6635 GLENCOE DRIVE
TEMPLE TERRACE FL 33617

LICENSE NUMBER: CBC006231

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/16/2024

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.

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.

Rankel Stillwagon Contracting

2 Business name/disregarded entity name, if different from above

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) ▶ C

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.

5347 Main St. Suite 301

Requester's name and address (optional)

6 City, state, and ZIP code

New Port Richey FL 34652

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

			–			–				

or

Employer identification number

9	9	–	1	0	1	0	0	5	2

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 ▶** Ciara Bladon **Date ▶** 01/29/2025

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.*

RANKEL - STILLWAGON

CONTRACTING

OUR TEAM

QUALITY ABOVE ALL

THE TEAM OF RANKEL-STILLWAGON

THE PEOPLE WHO DRIVE EXCELLENCE

At Rankel Stillwagon Contracting, we're more than just a construction company—we're a supergroup of experts united by our passion for delivering world-class solutions. Our team hails from diverse, high-performance industries, including theme parks, data centers, ports, and distribution centers, bringing an unparalleled depth of knowledge and expertise to every project.

Our unique blend of backgrounds allows us to think beyond traditional construction. We excel at creating innovative solutions tailored to the needs of our clients, whether it's designing cutting-edge facilities, enhancing operational efficiency, or bringing creative visions to life. And when challenges arise, we've been known to work a little magic—miracle workers, some might say!

We pride ourselves on our commitment to excellence, safety, and integrity. Every project we undertake is a testament to our dedication to precision, our belief in building lasting partnerships and the RSC Guarantee.

MEET THE TEAM

RANKEL - STILLWAGON
CONTRACTING

JOHN RANKEL
CO-CEO

CLARENCE STILLWAGON
CO-CEO

CIARA BLADON
COO

SAMUEL LANDRUM
VICE PRESIDENT OF OPERATIONS

ERIC REYNOLDS
VICE PRESIDENT OF FIELD OPERATIONS

DOMINIC BURKE PROJECT EXECUTIVE

XIN XIE PROJECT MANAGER/SUPERINTENDENT

DREW STEVENS SUPERINTENDENT

MATHEW BROWN SUPERINTENDENT

MICHAEL PASSARO SUPERINTENDENT

727-203-3615 rs-gc.com 5347 Main St, New Port Richey, FL 34652

JOHN RANKEL

CO-CEO

John Rankel brings a dynamic blend of vision, drive, and entrepreneurial spirit to our leadership team. With a profound commitment to innovation and a track record of success in building and scaling businesses, John is the driving force behind the inception and growth of RSC. His unwavering passion for excellence and his innate ability to identify opportunities and capitalize on them have been instrumental in shaping RSC's identity and trajectory.

QUALIFICATIONS

- 12 Years of Experience

CERTIFICATIONS

- OSHA 30
- CPR/First Aid
- MSHA
- Heavy Equipment Training
- Cranes & Rigging

AFFILIATIONS

- Associated Builders and Contractor (ABC)

CONTACT

813-572-6535
JRankel@Rs-gc.com

PROJECTS

OSGOOD Fayetteville, GA	Ground Up Construction Data Center AG&E and Corgan | 612 Acres | $2,700,000,000
Amazon BNA7 Mount Juliet, TN	Build-Out of a Robotics Distribution Facility BL Companies | 610,000 SF | $52,000,000
Amazon WFL2 Lafayette, LA	Existing Building Repositioned for a Distribution Facility with Build-Out of a 33,000 SF Canopy CESO | 167,000 SF | $21,250,000
Amazon WMS1 Jackson, MS	Existing Building Repositioned for a Distribution Facility Bergmann | 142,000 SF | $18,500,000
Amazon WML1 Milton, FL	Distribution Facility SGA Design Group | 75,000 SF | $12,500,000
Y-12 Oak Ridge, TN	Ground Up Uranium Processing Facility Bechtel | 811 Acres | $6,500,000,000
Vogtle Nuclear Units 3 & 4 Waynesboro, GA	Ground Up Nuclear Power Plant Westinghouse | 31,000 Acres | $30,000,000,000
Mercedes Benz Stadium Atlanta, GA	Ground Up Stadium HOK tvsdesign | 2,000,000 SF | $1,600,000,000

CLARENCE STILLWAGON

CO-CEO

Drawing from a rich tapestry of 20 Years of experience in construction management and project leadership, Clarence Stillwagon has continuously been at the helm of ensuring project success from inception to completion. With the experience he has gained over his 20 years in construction, it's an easy win for the success of RSC. With the biggest builder in the world guaranteeing RSC work, success is already assured for the future of RSC to come.

QUALIFICATIONS

- A.S., Paralegal, Pasco Hernando State College
- 19 Years of Experience

CERTIFICATIONS

- OSHA 30
- CPR/First Aid
- Safety Trained Supervisor (STS)
- Equipment Operator Training

AFFILIATIONS

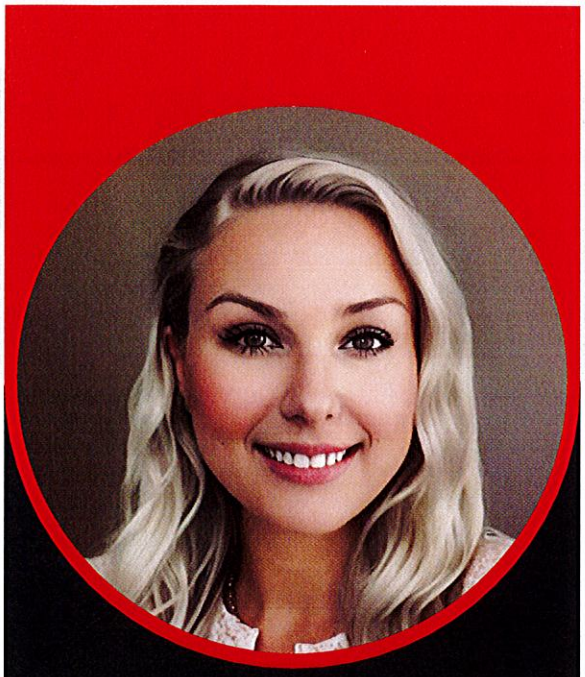
- Associated Builders and Contractor (ABC)

CONTACT

- 813-853-4786
- CStillwagon@Rs-gc.com

PROJECTS

TIA Terminal Improvements Tampa, FL	Existing Terminal's A,B,C, and F Demo/Retrofit Alfonso Architects | 647,000 SF | $72,180,000
Starkey K-8 School Campus Odessa, FL	Ground Up Tilt-wall Project Flushmen Garcia | 800,000 SF | $44,000,000
Amazon WFL2 Lafayette, LA	Existing Building Repositioned for a Distribution Facility with Build-Out of a 33,000 SF Canopy CESO | 167,000 SF | $21,250,000
Amazon WMS1 Jackson, MS	Existing Building Repositioned for a Distribution Facility Bergmann | 142,000 SF | $18,500,000
Starkey Ranch TLC Project Odessa, FL	Ground Up Tilt-wall Project Flushmen Garcia | 44,000 SF | $16,000,000
WET 1 Starkville, MS	Existing Building Retrofit for Distribution Facility, Construction for a 16,300 SF Canopy SGA Design Group | 86,000 SF | $15,800,000
Amazon WML1 Milton, FL	Distribution Facility SGA Design Group | 80,000 SF | $12,500,000
St. Pete Clearwater International Clearwater, FL	Ground Up Expansion Michael Baker International | 264,000 SF | $8,300,000



CIARA BLADON

COO

Ciara Bladon brings a uniquely diverse background to our operations. She began her career guiding teams in a Geriatric ICU, then pivoted to organizing major fashion and celebrity events, where she refined her keen eye for detail and top-tier client service. Later, she managed memberships and liaised with board directors at a prestigious club, and built her own businesses from the ground up. As our Operations Manager, Ciara's blend of strategic leadership, organizational savvy, and entrepreneurial drive ensures our projects run smoothly, clients stay confident, and our team thrives.

CERTIFICATIONS

- OSHA 30
- CPR/First Aid

CONTACT

813-853-9345
CBladon@Rs-gc.com

EXPERIENCE

University of South Carolina 2008 - 2012	Bachelors of Science in Nursing
Baptist Hospital 2012 - 2016	Nurse Supervisor in the Geriatric Intensive Care Unit
Paul Mitchell Cosmetology School 2016 - 2019	Graduated and Worked Multiple Fashion Weeks and Very Large Celebrity Events
Forest Lake Club 2016 - 2019	Office Manager, Membership Manager, Board of Directors Liaison
Personal Brands 2019 - Present	Owning My Own Companies and Managing Every Aspect of Them

SAMUEL LANDRUM

VICE PRESIDENT OF OPERATIONS

Drawing from over 12 years of diverse experience in construction management and project leadership, Samuel Landrum has been instrumental in delivering complex projects across theme parks, sports facilities, data centers, scientific institutions, medical facilities, and schools. Recognized in Central Florida as one of the top life safety consultants, Samuel's expertise ensures every project not only meets but exceeds safety, quality, and performance standards. His dedication to excellence continues to drive the success and reputation of Rankel Stillwagon Construction.

QUALIFICATIONS

AS. Engineering,
Hillsborough Community College

CERTIFICATIONS

CPR/First Aid

OSHA 30

PMP Certification

AFFILIATIONS

Associated Builders and Contractor (ABC)

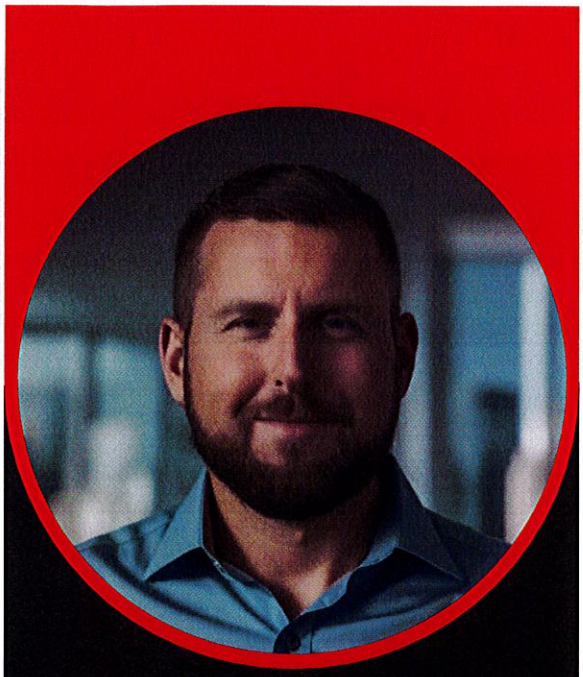
National Fire Protection Association (NPFA)

CONTACT

813-838-5849
SLandrum@Rs-gc.com

PROJECTS

EPCOT Project 256 Orlando, FL	Renovation of Themed Dome 80,000 SF | $55,000,000,000
Raiders Stadium Las Vegas, NV	Ground Up NFL Stadium 1,800,000 SF | $1,900,000,000
Broward County Convention Center Fort Lauderdale, FL	Addition to Convention Center 525,000 SF | $1,300,000,000
Aspen Aerogels Atlanta, GA	Manufacturing Facility 500,000 SF | $1,000,000,000
Ministry of Magic Epic Universe Orlando, FL	Ground up Themed Ride and Immersive Area 4,800,000 SF | $800,000,000
Super Mario World Epic Universe Orlando, FL	Ground Up Themed Ride and Immersive Area 700,000 SF | $600,000,000
Project Sparrow (Disney Resort) Orlando, FL	Ground Up Resort 1,000,000 SF | $500,000,000
Starwars Galaxies Edge Orlando, FL	Ground Up Themed Ride and Immersive Area 1,000,000 SF | $500,000,000
Coronado Springs Resport Orlando, FL	Disney Resort Ground Up 1,250,000 SF | $500,000,000



ERIC REYNOLDS

VICE PRESIDENT OF FIELD OPERATIONS

With a decade of hands-on experience, Eric Reynolds has built a distinguished career specializing in Ground up construction, seawalls, docks, piers, state parks, and subsea cable replacement. As Vice President of Field Operations at Rankel Stillwagon Construction, his leadership and technical expertise ensure precision and reliability in managing complex marine and coastal projects. Eric's commitment to excellence drives the success of the company's most challenging and ambitious ventures.

CERTIFICATIONS

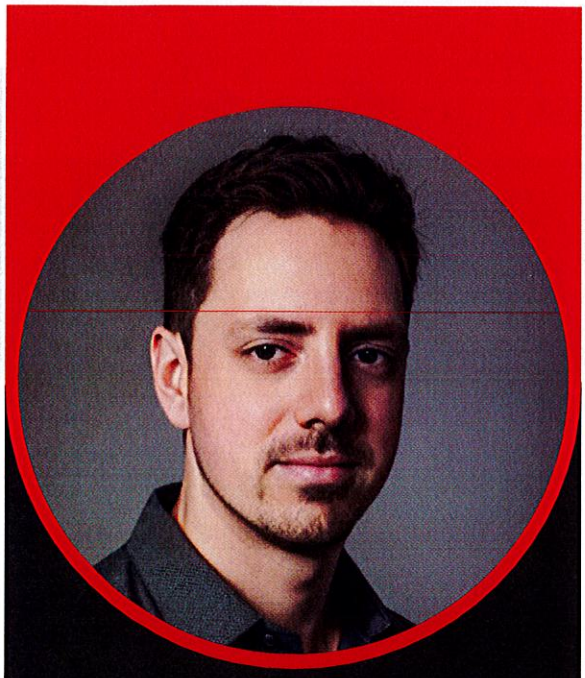
- OSHA 30
- Scaffolding Training
- Heavy Equipment Operator
- Cranes & Rigging Training
- CPR/First Aid

CONTACT

813-853-8970
EReynolds@Rs-gc.com

PROJECTS

Julian B. Lane Park Tampa, FL	Seawall and Dock Ground Up/Expansion $35,600,000
Port Manatee Maintenance Manatee, FL	Remediation/Ground Up $1,400,000
Marine Max Stuart Stuart, FL	Expansion Phase 1, Remediation/Ground Up $1,300,000
Knox Bridge Ormond Beach, FL	Subsea Cable Replacement and Remediation $950,000
Condominium Bridge Pasadena, FL	Ground Up and Repave $900,000
Caladesi Island Cape Coral, FL	Observation Tower $750,000
Bay Port Pier Bay Port, FL	Ground Up $650,000
Orange Lake Boardwalk Cape Coral, FL	Remediation/Ground Up $600,000
Del Prado Bridge Cape Coral, FL	Dredge and Rip Rap $480,000
Bold Point State Park Tallahassee, FL	Remediation/Ground Up $480,000



DOMINIC BURKE

PROJECT EXECUTIVE

With 10 years of experience in the construction industry, Dominic Burke has honed his expertise in delivering high-quality projects in aviation, education, and tenant improvements. His ability to manage complex projects with a focus on innovation and client collaboration sets him apart as a leader in his field. Dominic's commitment to excellence and attention to detail play a pivotal role in Rankel Stillwagon Construction's ability to exceed expectations across diverse industries.

CERTIFICATIONS

- OSHA 30
- Aerial Lift Training
- Heavy Equipment Operator
- CPR/First Aid

CONTACT

813-772-4018
DBurke@Rs-gc.com

PROJECTS

TIA Terminal Improvements Tampa, FL	Existing Terminal's A, B, C, and F Demo/Retrofit 647,000 SF | $72,180,000
Starkey K-8 School Campus Starkey, FL	Ground Up Tilt-wall Project 800,000 SF | $44,000,000
Hudson Highschool Hudson, FL	Phased High School Renovation 640,000 SF | $36,500,000
Tarpon Springs Assisted Living Tarpon Springs, FL	Renovation of 96 AL Homes 350,000 SF | $22,000,000
Carlex Glass Plant restoration Nashville, TN	HVAC, Roof, Window Replacement Due to Tornado 575,000 SF | $16,500,000
Calista Cay Townhouses Tarpon Springs, FL	New Multi-Story Townhouses 120,000 SF | $16,000,000
PIE Terminal B Expansion and CBP Addition Clearwater, FL	Ground Up Expansion 264,000 SF | $15,800,000
Cecil Airport Air Traffic Control Tower Jacksonville, FL	Ground Up New Build 12,800 SF | $12,800,000

XIN XIE

PROJECT MANAGER/SUPERINTENDENT

Xin brings extensive expertise in large-scale industrial and commercial construction, having played key roles in the successful delivery of landmark projects. These include the AMZ 3PL startup warehouses WLN3 and WLN2, the QTS Data Center Base Build (the world's largest), and advanced fit outs for QTS, CyrusOne, Digital Realty, and Microsoft.

Xin's experience spans roles as a Project Manager and Superintendent, showcasing a versatile skill set and a deep understanding of project execution. With a portfolio that includes over 850,000 SF of high-stakes data center developments, Xin exemplifies precision, innovation, and leadership in every endeavor.

CERTIFICATIONS

- OSHA 30
- First Aid Certification
- NEPA 70E Certification
- Procore Certification as Project Manager
- Confined Space Certified and Trained
- Fall Protection Certified and Trained

CONTACT

813-838-3390
XXie@Rs-gc.com

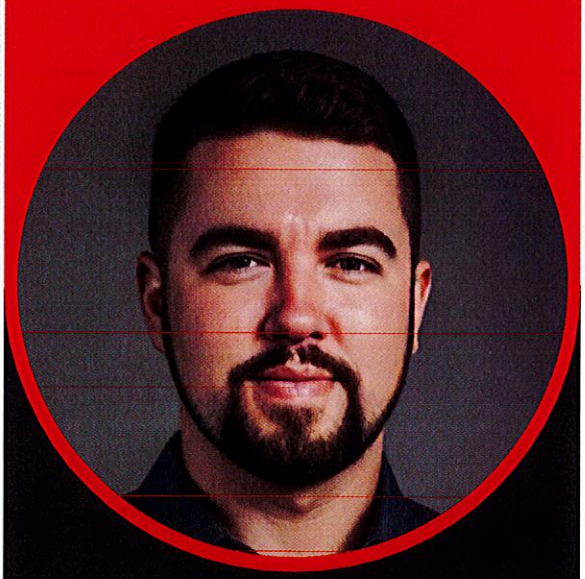
PROJECTS

SUPER ROLE

Osgood QTS Fayetteville, GA	Data Center Ground Up - 2023 to 2024 612 Acres | $2,700,000,000
QTS Atlanta, GA	Data Center/Office/Fitout - 2022 to 2023 800,000 SF | $30,000,000
Digital Realty Atlanta, GA	Data Center Fitout/Roof - 2021 to 2024 300,000 SF (of Roofing) | $10,000,000

PM ROLE

CyrusOne Council Bluff, IA	Data Center/Office - 2019 to 2020 150,000 SF | $80,000,000
CyrusOne Ashburn, VA	Data Center/Office - 2019 359,000 SF | $20,000,000
Digital Realty Ashburn, VA	Data Center Fitout - 2018 60,000 SF | $20,000,000
Microsoft Des Moines, IA	Center Base Built - 2018 200,000 SF | $80,000,000



DREW STEVENS

SUPERINTENDENT

Drew Stevens, a Superintendent at Rankel Stillwagon Construction, brings a strong foundation of technical skills and certifications to his role. With qualifications in AWS D1.1 Structural Steel, ASME standards, advanced welding techniques (SMAW, FCAW, GMAW, GTAW), and OSHA Maritime Safety, Drew ensures a focus on both quality and safety in his work.

His experience includes contributing to notable projects such as Savannah River Nuclear Solutions in Aiken, SC, MK Industry in Pascagoula, MS, Miller Communications in Columbia, SC, and Riley Power Group at Electric Boat in Quonset Point, RI. Drew's commitment to his craft and his well-rounded expertise make him a valuable part of the Rankel Stillwagon Construction team.

CERTIFICATIONS

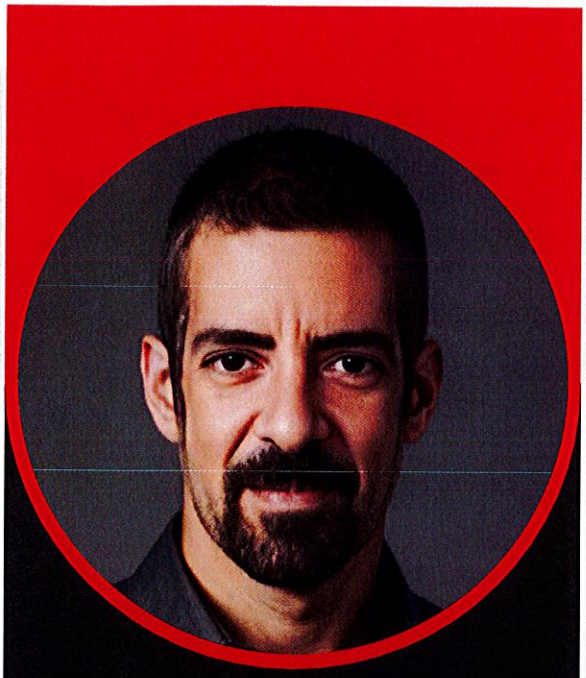
- AWS D1.1 Structural Steel Certified
- ASME Certified
- SMAW Certified
- FCAW Mechanical and Manual Certified
- GMAW Mechanical and Manual Certified
- GTAW Mechanical and Manual Certified
- Transportation Worker Identification Credential (TWIC)
- OSHA 30/OSHA 10 Maritime Certification
- CPR/AED and First Aid and Bloodborne Pathogens OSHA Certified
- Industrial High Angle Rope Rescue Certified
- Confined Space Rescue/Industrial Fire Brigade Certified

CONTACT

813-294-9486
DStevens@Rs-gc.com

PROJECTS

Savannah River Nuclear Solutions Aiken, SC	Facilities, Including 200,000+ SF of Radiologically Controlled Laboratories and Process Spaces 830,000 SF | $25,000,000,000
MK Industry Pascagoula, MS	Ignalls Shipyard Bordering the Mississippi River 800 Acres | $9,500,000,000
Miller Communications Columbia, SC	Traveled to Multiple Tower Projects Spanning a Majority of the US and the Towers Themselves Differed in Size and Project Value for Full Tower Erection Process $1,000,000
Riley Power Group Quonset Point, RI	Premium Welder for Riley Power Group at Electric Boat in Quonset Point, RI 575,000 SF | $5,100,000,000



MICHAEL PASSARO

SUPERINTENDENT

Mike Passaro brings over 35 years of construction experience as Vice President of Mike Sipiczky Inc., where he excelled in site operations, personnel management, and strategic project planning. Known for his ability to lead cross-functional teams, he has successfully overseen projects of various scales while fostering a culture of safety and operational excellence. His expertise spans from optimizing resource allocation to enhancing team productivity through targeted training programs.

CERTIFICATIONS

- OSHA 30
- CPR/First Aid
- Aerial Platform Certification
- Forklift Certification

CONTACT

813-373-9149
MPassaro@Rs-gc.com

PROJECTS

Lakeview Estates Custom Homes Lakeview Estates, FL	Development of Four Luxury Custom Homes with High-End Finishes, Energy-Efficient Designs, and Custom Wooden Decks Featuring Ornate Railings for Outdoor Leisure 12,000 SF | $950,000
Harbor Point Residences Wilmington, NC	A Collection of Six Coastal-Inspired Custom Homes Designed for Seamless Indoor-Outdoor Living with custom Metal Railings, Expansive Decks, and Dock Access 18,000 SF | $2,800,000
Hillside Manor Asheville, NC	A Single High-End Custom Residence with Unique Architectural Features, a Private Pool, and a Wraparound Deck with Handcrafted Railings for Panoramic Views 8,000 SF | $750,000
Sunset Ridge Townhomes Roswell, GA	New Construction of 15 Multi-Story Townhomes with Private Garages, Rooftop Terraces, and Community Decks with Custom Glass Railings 40,000 SF | $4,500,000
Willow Creek Cottages Fairhope, AL	Construction of Three Cozy Custom Cottages with Rustic Wooden Decks, Wrought Iron Railings, and Landscaped Garden Paths 10,000 SF | $850,000
Willow Creek Estates Cary, NC	A Gated Community Featuring 20 Luxury Homes with Bespoke Designs, Custom Interiors, and Expansive Decks with High-Quality Stainless-Steel Railings and Eco-Friendly Landscaping 60,000 SF | $7,500,000

DESOTO COUNTY
BUILDING RENOVATION - DCI WATER TREATMENT FACILITY
BID TABULATION
25-14-00ITB

			E.O. Koch Construction	Trias Construction, LLC	Rankel-Stillwagon Contracting, LLC	FSV Construction Company	SEMCO Construction, Inc.
QUANTITY	UNIT OF MEASURE	COMMODITY OR SERVICES	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
1	LUMP SUM	For all labor, materials, equipment, permits (excluding permit fees), supervision, inspections, clean-up, and incidentals necessary to complete the work described in the Scope of Work and Contract Documents.	$74,800.00	$175,000.00	$40,750.00	$100,000.00	$76,590.00

Denotes lowest, responive, responsible bid.

DeSoto County

6/10/2025

Item #: 17.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:00 am
☐ Public Hearing Contract

DEPARTMENT: Administrative Services
SUBMITTED BY: **Cindy Talamantez**
PRESENTED BY: **Cindy Talamantez**

TITLE & DESCRIPTION:
Emergency Contract for Repairs to Fire Station One

REQUESTED MOTION:
Approve the Emergency Contract with SEMCO Construction for the repairs to Fire Station One

SUMMARY:
Emergency Contract for Repairs to Fire Station One

BACKGROUND:
Fire Station One began experiencing intermittent condensation issues shortly after being constructed. Varied attempts at resolving the condensation issue resulting in no permanent repair. SEMCO was called to look into what could be causing the issue. A Mechanical Engineer was hired to evaluate the building and make recommendations to correct the problem. The Engineer recommended pressure testing and a smoke test as part of the evaluation. During this evaluation period, it was discovered that over time the condensation caused mold to grow in some areas of the Fire Station. As a result, the station was vacated until permanent repairs could be made. Mold testing and remediation were performed immediately. The County received the Engineering report which showed the building to have negative pressure. Plans were developed which require new HVAC units programmed correctly for the building operation along with several recommendations to seal the entryways, close gaps around penetrations in the metal building, and seal the deck. Additionally, as an added measure the Contractor will pour a concrete deck on the second floor and move the air handler units. SEMCO was contacted to provide a proposal to make the repairs as indicated in the design. Their intimate knowledge of the buildings issues and their current engagement with the County on another project made them the preferred Contractor to secure under and Emergency Contract. Given the displacement of the staff and the time it would take to conduct a

formal procurement process we are seeking approval as an emergency contract with completion in September.

FUNDS:
Budget Amount: **Transfer from Public Safety Reserves**
Actual Agenda Item Cost: **$254,082.00**
Account Number: **106-707152946010000**
Explanation: **Budget Amendment**

DESOTO COUNTY
EMERGENCY CONSTRUCTION SERVICES
FIRE STATION ONE

THIS CONTRACT is made this ____ day of _____, 2025, 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 **SEMCO CONSTRUCTION, INCORPORATED**, a Corporation, authorized to do business in the State of Florida, hereinafter referred to as ("CONTRACTOR"), whose address is 205 Century Boulevard, Bartow, Florida 33830.

WHEREAS, the COUNTY has experienced issues related to the County facility known as Fire Station One which require emergency repairs; and

WHEREAS, as a result of the aforementioned conditions, the building has been vacated, and County staff has been displaced until such time as the repairs to the building can be fully effectuated; and

WHEREAS, due to the nature of the repairs and the displacement of the staff there is insufficient time to conduct a formal bid process; and

WHEREAS, the cost of the work to be performed is below the thresholds set forth in Section 255.20, Florida Statutes, providing that construction or improvements to public buildings or structures be competitively awarded, and therefore does not apply; and

WHEREAS, Section 16 of the County's Procurement Policy authorizes the County Administrator to make emergency procurements when there exists a threat to public health, welfare, property, safety or other substantial loss to the County under emergency conditions;

WHEREAS, in accordance with the County's Procurement Policy, a written determination for the basis of the emergency and recommendation of a contractor has been prepared; and

WHEREAS, the COUNTY desires to retain the CONTRACTOR for the emergency repairs and requested a proposal from the CONTRACTOR; and

WHEREAS, the specific duties and requirements for the project are described in the Proposal attached hereto as Exhibit "A" and in the associated Plan Set, which is incorporated herein by reference and maintained on file with the COUNTY; and

WHEREAS, the CONTRACTOR desires to provide such services in accordance

with the Proposal and Plan Set and represents that it has the qualifications, experience, staff, and resources necessary to perform the work; and

WHEREAS, the COUNTY, in accordance with Florida law and County policy, has determined that awarding this Contract to the CONTRACTOR is in the best interest of the COUNTY; and

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 provide all materials, labor, equipment and services necessary to perform the services described in Exhibit "A" in accordance with the Plan Set described therein (hereinafter the "Work," "Services" or "Project"), and be subject to all of the terms and conditions set forth in the Contract Documents.

SECTION 3. THE COUNTY'S RESPONSIBILITY. Except as provided in the Plan Set, the COUNTY'S responsibility 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 under this Contract; and to provide full information regarding requirements of the Contract, 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 Plan Set 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 Facilities Director as Project Manager to act on the COUNTY'S behalf with respect to the 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 emergency repair Services for Desoto County Fire Station One. The Work shall be performed in accordance with specifications, terms and conditions of this Contract, which are more particularly described in Exhibit "A" and the Plan Set.

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. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of described Services, unless otherwise provided in the Proposal. CONTRACTOR shall be responsible to see that the finished Work complies strictly with the Contract Documents.

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 in accordance with the dates outlined in the Notice to Proceed issued by the COUNTY. Work must begin no later than ten (10) calendar days after the issuance of a Notice to Proceed, unless otherwise specified by the COUNTY. The CONTRACTOR shall achieve Final Completion no later than **September 30, 2025**, subject to any authorized extensions provided by the COUNTY in writing. As used herein, Final Completion is the complete performance of all of the Work required in accordance with the Contract Documents.

All representations, warranties, guarantees, indemnifications, and continuing obligations of the CONTRACTOR made in, required by, or arising from this Contract shall survive final payment, completion, or termination of this Contract.

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 HUNDRED FIFTY DOLLARS ($250.00)** 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 Work performed by CONTRACTOR shall be payable as follows:

A. The COUNTY shall pay the CONTRACTOR a total amount not to exceed Two Hundred Fifty-Four Thousand Eighty-Two Dollars and Zero Cents ($254,082.00) for the completion of the Work set forth in Exhibit "A", which amount represents Work performed for Option B - HVAC Work for a lump sum amount of $220,743.00 and Building Repairs - Immediate Needs for a lump sum amount of $33,339.00. The CONTRACTOR may submit invoices on a monthly basis for work completed and approved during the preceding month. Any other changes or additions to the scope of work shall require a written Change Order executed in accordance with the terms of this Contract.

B. CONTRACTOR shall prepare and submit to the Board of County Commissioners 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. Notwithstanding any language in the Contract Documents to the contrary, a five percent (5%) retainage shall be withheld from each payment. However,

the COUNTY may still withhold amounts representing the Work, which the COUNTY deems incomplete or inconsistent with the Contract Documents or unsatisfactory, or the amount of any unsettled claims or withhold amounts set forth herein, and as set forth in Sections 218.735 and 255.078, Florida Statutes.

D. 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 (collectively hereinafter referred to as the "Contract Documents" or the "Contract"):

A. This Contract;

B. Contractor's Proposal and Forms attached hereto as Exhibit "A";

C. Plan Set, incorporated by reference; and

D. General Terms and Conditions attached hereto as Exhibit "B".

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.

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, $1,000,000 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 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 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 $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. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. CORRECTION OF WORK.

A. If, within one year after the date of Final Completion of the Work or designated portion thereof, or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, whichever is later, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly, in a technically appropriate time period, after receipt of written notice from the County unless the County has previously given the Contractor a written acceptance of such condition. The one-year period shall be extended with respect to portions of Work first performed after Final Completion by the period of time between Final Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract and shall be in addition to the warranty provisions of this Contract. The County or Consultant shall give such written notice after discovery of the condition.

B. The Contractor shall remove from the Project site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the County.

C. If the Contractor fails to correct nonconforming Work within a reasonable time, the County may correct it in accordance with the COUNTY'S Right to Carry Out the Work provision of this Contract. If the Contractor does not

proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Consultant or Project Manager, the COUNTY may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the COUNTY may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Consultant's services and expenses made necessary thereby. If such proceeds of sale do not cover costs, which the Contractor should have borne, the Contract Price shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the COUNTY.

D. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the COUNTY or Separate Contractors caused by the Contractor's failure to correct or remove of Work that is not in accordance with the requirements of the Contract Documents.

E. Nothing contained in this provision shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. The one-year period in this provision, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

SECTION 20. WARRANTY.

A. The Contractor warrants to the COUNTY and Consultant for one (1) year from the date Final Completion is achieved for the Work that materials and

equipment furnished under the Contract will be of good quality and new unless otherwise expressly required or permitted by the Contract Documents; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the COUNTY'S name and for its sole benefit and Contractor shall transfer any and all manufacturers' warranties and documents to COUNTY.

B. During the course of performing the Work and during the Contractor's warranty period, Contractor shall obtain all required inspections or other required documentation by the suppliers and Manufacturers' representatives for equipment and supplies, in order to ensure that all Manufacturer warranties will be honored throughout the Manufacturer's entire warranty period.

C. The Warranty obligations set forth in this Contract shall survive completion and Final Payment and expiration or termination of this Contract for the Work performed to the date of termination or expiration.

D. To the extent that defects and deficiencies in Contractor's Work are discovered after Final Completion, COUNTY is entitled to recover damages from Contractor and Surety for all losses sustained by COUNTY, or for which COUNTY is responsible, as a result of the defects and deficiencies.

SECTION 21. BOND REQUIREMENTS.

As required by Section 255.05, Florida Statutes, before commencing Work or before recommencing the Work after a default or abandonment, the Contractor shall execute and record in the public records of DeSoto County, a payment and performance bond with a surety insurer authorized to do business in this state as surety. The public construction bond required herein must be issued by an A rated Surety Company doing business in the State of Florida. The required bond shall be in a form that complies with

state statutes as a guarantee for the faithful performance of the Contract and the payment of all obligations arising thereunder. The construction bond shall be in an amount at least equal to the contract price. This contract is subject to the provisions of Section 255.05, Florida Statutes, which are incorporated herein. If change orders render the contract more than ten (10%) percent higher than the bond amount, the Contractor shall increase the bond amount to cover the entire difference.

SECTION 22. 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 23. 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, statements contained in CONTRACTOR'S bid submittal are true and accurate and are incorporated by reference herein.

SECTION 24. 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.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Contract as of the _____ day of _____, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

By: _____
Mandy J. Hines
County Administrator

By: _____
J.C. Deriso
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

_____
Valerie Vicente
County Attorney

Date: _____

WITNESSES:

_____

_____

SEMCO CONSTRUCTION, INCORPORATED

By: _____

Printed Name: _____

Title: _____

Exhibit “A”

PROPOSAL

June 5, 2025
Cindy Talamantez
DeSoto County BOCC
201 E. Oak St., Suite 203
Arcadia, FL 3426
c.talamantez@desotobocc.com

RE: Fire Station 1 – HVAC and Building Repairs

SEMCO Construction, Inc. is pleased to quote the following construction services for modifications to the HVAC system at Fire Station 1, 25 E Cypress St, Arcadia. Work is based on drawings by Pyramid Engineering dated May 14, 2025, sheets A1.0, M1.0, M2.0, M2.1, M3.0, and Nova Engineering Report dated April 15, 2025.

HVAC Work (Option B on drawings) - NOTE: This option moves the AHUs to a more suitable location for future 2nd floor buildout. This is the recommended option.

- Provide and install (4) new AHU's.
- 3 of the 4 new units to be relocated next to existing unit on open mezzanine.
- Relocate electrical to new units.
- Add new openings through deck and sleeping quarters wall for new duct.
- Existing condensers to remain.
- Provide and install (2) exhaust and (1) intake fan.
- Existing sheet metal ductwork will be wrapped with external insolation.
- Provide and install flexible ducts to Return air grilles and diffusers.
- Add new controls.
- Controls will be 7-day programmable thermostats.
- Control wiring shall be free wired.
- Condensate drain to be schedule 40 PVC and ran to nearest existing drain.
- Connect to existing condensate drain.
- Perform an independent test and balance.

LUMP SUM HVAC Work: $220,743.00

Building Repairs (immediate need items per Nova Engineering report)

- Seal voids at mezzanine to roof transitions along the underside.
- Remove and replace deteriorated foam inserts along the underside of the mezzanine at wall to soffit transitions.
- Add new cast in place concrete deck on existing metal deck and bar joists.
- New concrete to 3000 PSI, fiber reinforced.
- Replace damaged liner covering insulation throughout attic interstitial space.
- Seal perimeter between steel framing and metal wall panels from conditioned space to attic space.
- Adjust hollow core metal doors and provide additional weather protection to reduce gaps at threshold and framing transitions.

LUMP SUM Building Repairs-Immediate Need: $33,339.00

Summary of Costs:

HVAC Work (Option B on Drawings)	$ 220,743.00
Repairs-Immediate Need	$ 33,339.00
Total Recommended	$ 254,082.00

CLARIFICATIONS

- All work to be done during normal business hours.
- Performance and Payment Bond is included.
- This proposal does not include any costs associated with permitting. Permitting includes any engineered drawings, application fees, plan review fees, agency fees, plan development costs, etc. The scope of work contained in this proposal are the actual construction costs only. If permitting required, SEMCO will submit a separate proposal for those costs prior to moving forward with the permitting process.

We appreciate the opportunity to quote this and any other future projects. If you have any questions, please do not hesitate to contact me.

Submitted by:
Mac McMillen
Executive Vice President
250009-2

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: SEMCO Construction, Inc. — (Corporation)
NAME: Jennifer Hall — Partnership
ADDRESS: 205 Century Blvd., Bartow, FL 33830 — Individual
PRINCIPAL OFFICE: 205 Century Blvd., Bartow, FL 33830 — 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: SEMCO Construction, Inc.

The address of the principal place of business is: 205 Century Blvd, Bartow, FL 33830

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

a. Date of Incorporation: 1975

b. State of Incorporation: Floirda

c. President's name: Carl E. Locke, Jr.

d. Vice President's name: Jennifer Hall / Mac McMillen

e. Secretary's name: Shane Locke

f. Treasurer: Shane Locke

g. Name and address of Resident Agent: Carl E. Locke, Jr., 205 Century Blvd., Bartow, FL 33830

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?

40+

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

Steel Erection and Maintenance Company

_____

_____

_____

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.

CGC040492

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	
School District of Osceola County	Seth Mikell	Osceola County - Districtwide	Email Seth.Mikell@oscaolaschools.net
			Telephone 407-518-2964 ext. 65417
Hardee County Board of County Commissioners	Christopher Simpron	900 Summit St. E Wauchula, FL 33873	Email Christopher.simpron@hardeecounty.net
			Telephone 863-773-3272
City of Winter Haven	Troy Heidel	2073 US Hwy 92 W Winter Haven, FL 33883	Email theidel@mywinterhaven.com
			Telephone 863-298-4551

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

Carl E.Locke, Jr. - Project Executive (see attached resume)

Mac McMillen - Project Manager (see attached resume)

Jennifer Hall - Contract Administrator (see attached resume)

Matt Spaker - Jobsite Superintendent (see attached resume)

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

Mac McMillen - Project Manager / Matt Spaker - Jobsite 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
County of Polk

On this the 5th day of June, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared Jennifer Hall 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:

Notary Public State of Florida
Donna DeBeck
My Commission HH 527510
Expires 7/29/2028

Donna DeBeck
(Name of Notary Public: Print, stamp, or type as commissioned.)

X Personally known to me, or

_____ Produced identification:

_____

_____ DID take the oath, or

X DID NOT take the oath.

Carl "Ed" Locke, Jr.

President

Job Assignment

Preconstruction Phase:	10%
Construction Phase:	10%

Experience

45+ Years Experience

40+ Years with SEMCO

Education

Master's Building Construction
University of Florida

Bachelor's Building Construction
University of Florida

Registrations & Certifications

General Contractor License
#CGC040492

Roofing Contractor License
#CCC056927

Project Executive

As Project Executive, Ed will work with the entire project team from Pre-Construction Services through Project Closeout. Ed will have oversight on GMP development, schedule development, quality control, and will perform a pre-punch list inspection of the project to ensure quality assurance.

Experience and Qualifications

School District of Osceola County—Secure Lobbies @ (17) Schools

Districtwide, Osceola County *$2.8million*

SEMCO provided Design and Construction Management Services to convert school entrances to "Single Point" Entries at (17) schools. Work was substantially complete in (60) calendar days over the Summer break.

Hardee County Jail HVAC Replacement

Wauchula, FL *$1.9million*

This project consisted of replacement of (2) existing cooling towers, new piping and chilled water supply to replace the existing chiller system at the operating jail. All work was completed with no disruptions to inmates or staff.

Haines City 7-Acre Park Soccer Complex

Haines City, FL *$ 2.2million*

Demolition of existing pine tree area, excavation of storm water ponds, construction of certified-turf soccer field and (2) parking lots. SEMCO also designed and constructed a restroom facility.

Haines City Myers & Wiley Field Concession and Restroom Buildings

Haines City, FL *$1.3million*

Design and construction of new Concession building and Restroom building, with associated sitework and utilities. Concession building has meeting room, field storage, and complete kitchen for storing, preparing, and serving.

Stan Weaver Facility Expansion

Tampa, FL *$2.8million*

Design-Build of new 14,337SF warehouse complex including all sitework and utilities, dock-height warehouse building with sprinkler system, interior build-out for office, breakroom, and restrooms.

Mac McMillen

Executive Vice President

Job Assignment

Preconstruction Phase:	25%
Construction Phase:	25%

Experience

45+ Years Experience

40+ Years with SEMCO

Project Manager

As Project Manager, Mac will work with the Superintendent to ensure the project schedule is maintained and quality is upheld. Mac is an excellent trouble shooter and his commitment to excellence helps guarantee that all SEMCO projects are completed to the Owner's total satisfaction. His responsibilities will include conducting project coordination meetings, submittal review, punchlist inspections, and final closeout documents.

Experience and Qualifications

School District of Osceola County—Secure Lobbies @ (17) Schools

Districtwide, Osceola County *$2.8million*

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Haines City Myers & Wiley Field Concession and Restroom Buildings

Haines City, FL *$1.3million*

Design and construction of new Concession building and Restroom building, with associated sitework and utilities. Concession building has meeting room, field storage, and complete kitchen for storing, preparing, and serving.

Polk County South County Jail—Inmate Booths and Infirmary Modifications

Frostproof, FL *$535,000*

While maintaining all activities at the jail, work completed consisted of demolition of (12) existing visitation booths and installing (10) private Video Visitation booths and (1) ADA Video Visitation booth. SEMCO also completed modifications to Infirmary Cells to add security cameras and a raised platform officer station for enhanced observation and security.

Jennifer Hall

Executive Vice President

Job Assignment

Preconstruction Phase:	50%
Construction Phase:	25%

Experience

30+ Years Experience

30+ Years with SEMCO

Education

Master's Business Administration
Warner University

Bachelor's *Business Administration*
University of South Florida

Registrations & Certifications

General Contractor License
#CGC1524510

Contract Administrator/Precon Manager

As Contract Administrator, Jennifer will be the Primary Point of Contact and will work with the entire project team from Pre-Construction Services through Project Closeout. Jennifer has administered contracts for over $50 million of construction projects. During Pre-construction, Jennifer will work with the team to provide complete pre-construction services. This includes creation of project scopes and bid packages, schedule development, value engineering, and constructability analysis, as well as final GMP development.

Experience and Qualifications

School District of Osceola County—Secure Lobbies @ (17) Schools

Districtwide, Osceola County *$2.8million*

SEMCO provided Design and Construction Management Services to convert school entrances to "Single Point" Entries at (17) schools. Work was substantially complete in (60) calendar days over the Summer break.

Hardee County Jail HVAC Replacement

Wauchula, FL *$1.9million*

This project consisted of replacement of (2) existing cooling towers, new piping and chilled water supply to replace the existing chiller system at the operating jail. All work was completed with no disruptions to inmates or staff.

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Tampa, FL *$2.8million*

Design-Build of new 14,337SF warehouse complex including all sitework and utilities, dock-height warehouse building with sprinkler system, interior build-out for office, breakroom, and restrooms.

Haines City Myers & Wiley Field Concession and Restroom Buildings

Haines City, FL *$ 1.3million*

Design and construction of new Concession building and Restroom building, with associated sitework and utilities. Concession building has meeting room, field storage, and complete kitchen for storing, preparing, and serving.

DeSoto County Mills Building Renovations

Arcadia, FL *$3.3million*

Renovations to existing building to create new office/medical space for the DeSoto County Health Department, Property Appraiser's Office, and Tax Collector. Work includes demolition, new framing/drywall, restroom renovations, all interior finishes, HVAC upgrades, fire sprinklers, and new electrical. Exterior work consists of new fire line to building and parking lot improvements.

Matt Spaker

Superintendent

Job Assignment

Preconstruction Phase:	10%
Construction Phase:	100%

Experience

20+ Years Experience

15+ Years with SEMCO

Superintendent

As Superintendent, Matt's primary role will be the day-to-day supervision of the construction phase. This includes coordinating the work of all trades to ensure adherence to the project schedule, inspecting the work to ensure all specifications are met, scheduling all materials testing, maintaining quality control and keeping daily job logs and photos. Matt will also work with our Safety Director to provide Site Specific safety training to all on-site personnel.

Experience and Qualifications

School District of Osceola County—Secure Lobbies @ (17) Schools

Districtwide, Osceola County *$2.8million*

SEMCO provided Design and Construction Management Services to convert school entrances to "Single Point" Entries at (17) schools. Work was substantially complete in (60) calendar days over the Summer break.

DeSoto County Mills Building Renovations

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Arcadia Municipal Airport Security Upgrades

Arcadia, FL *$341,400*

Security Improvements which included the construction of security gate openers at four (4) existing entrance gate locations. Scope included furnishing all gate and fence materials, concrete maintenance slabs, all electrical and associated work for each gate location. Cameras and remote entry access were installed at two(2) gates.

HOLD HARMLESS

Contractor/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 Contractor/Consultant and other persons employed by or utilized by Contractor/Consultant in their performance under this Agreement.

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

_____ **Partnership** __X__ **Corporation**

Name of Bidding Firm:

SEMCO Construction, Inc.

Mailing Address:

205 Century Blvd., Bartow, FL 33830

Location Address:

205 Century Blvd.

City & State: Bartow, Florida **ZIP:** 33830

Telephone: 863-533-7193 **Fax Number:** 863-533-3376

Name/Title of person authorized to bind the Company: Jennifer Hall/Vice President

Signature of person authorized to bind the Company:

Date: 6-5-25

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that SEMCO Construction, Inc. (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 bid 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 bid, 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: 6-5-25

DESOTO COUNTY
CONTRACTOR/CONSULTANT/VENDOR
E-VERIFY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF POLK

BEFORE ME, the undersigned authority, appeared Jennifer Hall, 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 Executive Vice President of SEMCO Construction, Inc. (the "Contractor/Consultant/Vendor").

4. I am authorized by SEMCO Construction, Inc. 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: Jennifer Hall

As its: Executive Vice President

Dated: 6-5-25

STATE OF FLORIDA

COUNTY OF POLK

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 5th day of June, 2025, by Jennifer Hall, on behalf of SEMCO Construction, Inc., who is personally known to me or who has produced N/A as identification.

Notary Public State of Florida
Donna DeBeck
My Commission HH 527510
Expires 7/29/2028

Print Name: Donna DeBeck

Notary Public of the State of Florida

My Commission Expires: July 29, 2028

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 SEMCO Construction, Inc.
[Name of firm]

is 205 Century Blvd., Bartow, FL 33830

2. My relationship to SEMCO Construction, Inc.
[Name of firm]

is Executive Vice President
[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 bid 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 contender.

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 _____.

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 Polk

On this the 5th day of June, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared Jennifer Hall 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:

Notary Public State of Florida
Donna DeBeck
My Commission HH 527510
Expires 7/29/2028

Donna DeBeck
(Name of Notary Public: Print, stamp, or type as commissioned.)

__X__ Personally known to me, or

_____ Produced identification:

_____

_____ DID take the oath, or

__X__ DID NOT take the oath.

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

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 POLK

BEFORE ME, the undersigned authority, personally came and appeared, Jennifer Hall, who after being duly sworn, deposed and said that he is the fully authorized Vice President of SEMCO Construction, Inc.
(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 5th DAY OF June, 2025. NOTARY PUBLIC

AFFIANT

Company Name: SEMCO Construction, Inc.

Address: 205 Century Blvd.,

Phone Number: 863-533-7193

Signature: _____

NON-COLLUSION AFFIDAVIT IN THE STATE OF FLORIDA IN THE COUNTY OF POLK Jennifer Hall being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders. Subscribed and sworn before me this ____ day of _____, 2025 NOTARY PUBLIC in and for the State of Florida

Signature _____

Seal

Notary Public State of Florida
Donna DeBeck
My Commission HH 527510
Expires 7/29/2028

HUMAN TRAFFICKING AFFIDAVIT
SECTION 787.06, FLORIDA STATUTES

Before me, the undersigned authority, personally appeared Jennifer Hall, whom after being duly sworn, deposes and states:
(Affiant)

1. My name is Jennifer Hall and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with SEMCO Construction, Inc., a non-governmental entity. I am authorized to provide this affidavit on behalf of SEMCO Construction, Inc.

3. The non-governmental entity, SEMCO Construction, Inc., does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

June 5, 2025

(Affiant)

STATE OF FLORIDA
COUNTY OF POLK

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this June 5th, 2025 by Jennifer Hall on behalf of SEMCO Construction, Inc., X, who is personally known to me or has produced N/A as identification.

Notary Public
Name (Printed) Donna DeBeck

My commission expires July 29, 2028.

(Printed typed or stamped Commissioned name of Notary Public)

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LOCKE, CARL EDWARD JR

SEMCO CONSTRUCTION INC
205 CENTURY BLVD
BARTOW FL 33830

LICENSE NUMBER: CGC040492

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/14/2024

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/27/2024

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
The Baldwin Group Southeast LLC
1115 Bartow Rd
Lakeland FL 33801

License#: L002281

CONTACT NAME: Angel McGhee
PHONE (A/C, No, Ext): 863-686-2113 **FAX (A/C, No):** 863-682-6292
E-MAIL ADDRESS: Angel.McGhee@Baldwin.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Co	29424
INSURER B : Westfield Insurance Company	24112
INSURER C : Travelers Property Casualty Co	25674
INSURER D : American Interstate Insurance	31895
INSURER E : Indian Harbor Insurance Compan	36940
INSURER F :	

INSURED
SEMCO Construction, Inc.
205 Century Blvd.
Bartow FL 33830-7705

SEMCCON-01

COVERAGES **CERTIFICATE NUMBER:** 1829933330 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			21SBMZI5991	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X $500 PD Ded						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	**AUTOMOBILE LIABILITY**			CMM5025462	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X PIP						PIP	$ 10,000
C	X **UMBRELLA LIAB** X OCCUR			CUP7S00355024NF	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			AVWCFL3309712024	10/1/2024	10/1/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A **(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
B	Rented or Leased Equipment			CMM5025462	10/1/2024	10/1/2025	$300,000 Limit	$500 Ded/1K Cranes
E	Professional/Pollution Liability			PEC005848704	10/1/2024	10/1/2025	1MIL/1MIL	25K Ded/10K Ded
B	Builders Risk Reporting Form			CMM5025462	10/1/2024	10/1/2025	$2,745,000 Limit	$2,500 Deductible

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

CERTIFICATE HOLDER

DeSoto County Development Department
201 E. Oak St.
Arcadia FL 34266

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Exhibit “B”

GENERAL CONDITIONS

1. **ACCEPTANCE:** Items may be tested for compliance with specifications in the Contract Documents. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Any increase in cost for items not delivered as specified in the Contract Documents may be charged against the Contractor.

2. **AMENDMENTS:** No amendment, modification or supplement to the Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

3. **APPLICABLE LAW:** This Contract 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.

4. **AS-BUILT DRAWINGS:** If the Contract Documents require as-built drawings, the Contractor must supply three sets of certified as-built drawings upon completion of the project at the Contractors' expense. All sets submitted to the County must be certified by a professionally licensed engineering firm authorized to do business in the State of Florida. All drawings, specifications, and copies thereof furnished by the County are the property of the County. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the County upon the completion of the work.

5. **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. Assignment or transfer of the resulting Contract without written consent of the County may be construed by the County as a breach of Contract sufficient to cancel this Contract at the discretion of the County.

6. **AVAILABILITY OF FUNDING:** Award of this Contract is contingent upon availability of funding. Furthermore, during the Contract period, if funding to finance all or part of the Project becomes unavailable, the County reserves the right to terminate such Contract after providing the Contractor no less than twenty-four (24) hours written notice. The County shall be the final authority as to the determination of availability of funding. The County agrees to reimburse the Contractor for any authorized goods or services provided prior to the Contractor's receipt of the aforesaid termination notice.

7. **RESERVED**.

EXHIBIT B

8. RESERVED.

9. CONTRACTOR OBLIGATIONS: Contractor agrees to perform and complete the service described in the Contract Documents in accordance with the work requirements of this Contract and attached exhibits. Contractor shall furnish all labor, supervision, equipment, and materials for the service. Experienced, qualified supervisors of the Contractor are essential to the satisfactory performance of the work. An experienced, qualified supervisor should have approximately two years of experience and one-year of supervisory experience doing the type of work requested under the Contract Documents. The County reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.

10. COMPLETE AGREEMENT: The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire Contract and there are no promises or understandings other than those stated herein, and that any prior negotiations between the County and Contractor or terms or conditions of sales set forth in the Contractor's quotation or order or sales acknowledgement shall not constitute a part of the Contract between the County and Contractor concerning this purchase. The term "Contract" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

11. COMPLIANCE: The submission of the Proposal attached as Exhibit "A" shall constitute an incontrovertible representation by the Contractor that the Contractor has complied with every requirement herein, and that without exception the proposal is premised upon performing the work required by the Contract Documents with such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

12. COMPLIANCE WITH LAWS: Contractor represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

13. CONDITION: It is understood and agreed that any item offered or shipped as a result of the Contract Documents shall be the latest model in current production and shall be of good quality, workmanship and material. All containers shall be suitable for storage or shipment; and all prices shall include standard commercial packaging.

14. CONFLICT OF INTEREST: The award hereunder is subject to Chapter 112, Florida Statutes. The Contractor must disclose the name of any officer, director,

or agent who is also an employee of DeSoto County. Further, the Contractor must disclose the name of any DeSoto County employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Contractor's firm or any of its branches.

15. **CHANGE ORDERS:** A Change Order is a written order to the Contractor signed by the County or their authorized agent issued after the execution of the Contract, authorizing a change in the Project or the method or manner of performance, an adjustment in the Contract Price and/or Completion Date. Each adjustment in the Contract Price resulting from a Change Order shall require a revised Cost Breakdown signed by the County and the Contractor, resulting in the revised Contract Price upon acceptance of the Change Order.

The County shall have the right to make changes in the drawings, design, or specifications if within the general scope of the Contract. All such Changes in the Project Contract Price and/or Completion Date shall be authorized by Change Order issued by the County and will be adjusted accordingly and executed by the County and Contractor before proceeding with any changes in the Contract.

Concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications, or County furnished information or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Price and the Construction Completion Date shall be equitably adjusted by Change Order upon claim by either party made within a reasonable time after the first observance of the conditions.

All documents submitted by the Contractor requiring response from the County which affect the Contractor's approved construction schedule are to be submitted at least 7 calendar days prior to the time needed. This pertains to Submittals, RFIs and Change orders. Within 7 days, the County will respond, approve, reject or request revisions/additional information as appropriate.

The Contractor must submit a request for Change Order for any work outside the contracted scope BEFORE the work is performed. The Contractor may only receive additional payment for work outside the contracted scope if a written Change Order is fully executed by the County prior to the work being performed. Any work performed without an approved Change Order will not be paid for by the County.

The County has assigned the following authority levels for Change Order dollar amounts and Contract 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. In cases where a change order requires board action, the review period is subject to the BOCC schedule.

If there is a dispute between the County and Contractor as to whether an instruction or directive constitutes a change, it is specifically agreed that neither Contractor's performance nor County's direction shall:

A. Prejudice either party's rights to claim that such directive does or does not constitute a change.
B. Limit the amount, if any, of adjustment in the Contract price called for by such change.
C. Serve to determine whether or to what extent the Contractor is entitled to additional time for performance under the Contract.

If any such change caused an increase or decrease in the cost of, or the time required for the performance of any part of the work there under, an equitable adjustment shall be made to the Contract price or performance schedule.

16. DELAYS AND EXTENSION OF TIME: The Contractor shall not be entitled to any claim for damages including loss of profits, loss of use, overhead expenses, equipment rental, etc., because of hindrances or delays for any cause whatsoever, but if occasioned by an act of God, or by any act or omission on the part of the County. County's agents or governmental agencies having jurisdiction, such act, hindrance or delay may entitle the Contractor to an extension of time in which to complete the work, which shall be determined by the County, provided that the Contractor will give written notice within two (2) weeks as provided herein of the cause of such act, hindrance, or delay. An extension of Contract Time shall be the Contractor's sole and exclusive remedy for all claims for delay, including delays attributable to breach of Contract or tort. However, the Contract Time will NOT be extended past the completion date stipulated in the County's Grant Agreement, if there is a Grant associated with the Work.

If any emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in the Contract Documents, the County reserves the right to acquire from other sources any products/services during any suspension of delivery.

17. DIRECT PURCHASE: The County reserves the right, at the County's sole option, to utilize the Purchasing Department's direct purchasing ordering system. Direct purchase orders may be issued for applicable supplies and equipment to be utilized in the County's Project in order to recover applicable sales tax on these purchase orders.

18. DISPUTES: 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.

19. **CONFLICTS:** In the event of inconsistency between the Drawings and Specifications or within either the Drawings or Specifications not clarified by addendum, the better quality or the greater quantity of work shall be provided in accordance with the COUNTY'S interpretation.

20. **ERROR IN EXTENSION:** If the unit price and the extension price are at variance, the unit price shall prevail.

21. **E-VERIFY:** Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Contractor during the term of this Contract in which the Contractor performs employment duties within Florida. This verification requirement extends to all persons, including subcontractors, utilized, hired, contracted or assigned by the

Contractor to perform work pursuant to this Contract.

22. EXAMINATION OF CONTRACT DOCUMENTS AND SITE: It is the responsibility of the Contractor to have:

A. Examined the Contract Documents thoroughly,
B. Visit the site to become more familiar with local conditions that may affect cost, progress or performance of the Work,
C. Consider Federal, State and local Laws and Regulations that may affect cost, progress or performance of the work,
D. Study and carefully correlate the Contractor's observations with the Contract Documents and,
E. Notify the County of all conflicts, errors, or discrepancies in the Contract Documents.

Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the County by underground utilities companies or others, and the County does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise.

The Contractor shall verify and familiarize themselves with the lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the work and identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or changes in existing structures are to be obtained by the County unless otherwise provided in the Contract Documents.

23. FAILURE TO PERFORM: If, during the term of the Contract, the Contractor should refuse or otherwise fail to perform any of its obligations under the Contract, the County reserves the right to:

A. Obtain the goods or services from another Contractor; and/or
B. Terminate the Contract; and/or
C. Suspend the Contractor from bidding for a period of up to 24 months.

24. INCURRED COST: DeSoto County is not liable for any cost incurred by the Contractor prior to execution of the Contract. Costs for developing a Proposal are entirely the obligation of the Contractor and shall not be chargeable in any manner to DeSoto County.

25. INDEMNIFICATION: 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.

26. INSPECTION: All goods and services shall be subject to inspection and approval by the County at all reasonable times including inspection during manufacture. Inspection and approval by the County at Contractor's plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by the County shall be promptly repaired or replaced at Contractor's expense. Any and all costs incurred by the County in connection with the return of goods rejected by the County as defective shall be at Contractor's risk and expense.

27. 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 Contractor will no way be cause for relief from responsibility.

28. LICENSE/CERTIFICATIONS: The Contractor will be required to secure, at its expense, the proper occupational license and/or any other license/certification required of the applicable service/work being performed. Proof of license and/or certification may be required upon request of the County. The Contractor shall fully comply with all state and federal laws, County procurement policies, ordinances and regulations in any manner affecting the performance of the work. The Contractor shall provide its occupation license number and expiration date.

29. 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 Contract; or the negligence of the Contractor in the performance of its duties under this Contract, 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.

30. RESERVED.

31. LITIGATION VENUE: All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Desoto County, Florida; or in the Federal Courts, wherein venue shall lie in the Central District in and for the State of Florida. The Contractor expressly waives venue in any other location.

32. MISTAKES: Contractor is expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at Contractor's risk.

33. NON-EXCLUSIVE CONTRACT: Award of this Contract shall impose no obligation on the County to utilize the Contractor for all work of this type, which may develop during the contract period. This is not an exclusive Contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.

34. OPERATION DURING DISPUTE: In the event the County has not cancelled the Contract in accordance with the terms of the Contract, and there remains a dispute with the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the Court.

35. PAYMENT TERMS: Contractor shall prepare and submit to the Board of County Commissioners for approval, invoices for the services rendered under this Contract. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act, found in Part VII, Ch. 218, Florida Statutes. 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.

36. PUBLIC RECORDS REQUESTS:

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 AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT THE DESOTO COUNTY ADMINISTRATION BUILDING, 201 EAST OAK STREET, ARCADIA, FLORIDA 34266 (863) 993-4800.

A. Contractor must keep and maintain all public records required by the Agency in order to perform services under this Contract.

B. Upon request from the Agency's custodian of public records, Contractor shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Agency.

D. Upon completion of the Contract, Contractor shall transfer, at no cost, to the Agency all public records in the possession of the Contractor, or keep and maintain public records required by the Agency to perform the service under this Contract. If the Contractor transfers all public records to the Agency upon completion of the Contract, the Contractor [Consultant] shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor [Consultant] keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.

37. RETAINAGE: The Contract retainage amount with respect to the progress payments shall be 5% unless otherwise stated in the Contract Documents. The County, at its sole discretion, may allow for a reduction of retainage dependent on work progress and status.

38. RIGHT TO AUDIT RECORDS: In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in

compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County. The Contractor shall retain all records for five (5) years.

39. SAFETY AND PROTECTION: The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

A. All employees on the work site and other persons, who may be affected thereby,

B. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement on roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

D. The Contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

40. SILENCE OF SPECIFICATIONS: The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

41. STATEMENT RELATIVE TO PUBLIC ENTITY CRIMES: The Contractor is directed to the Florida Public Entity Crime Act 287.133, Florida Statutes, and the County's requirement that the Contractor comply with it in all respects prior to and during the term of the Contract.

42. VERBAL INSTRUCTIONS: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from the Contractors personnel which are assigned by a person designated as authorized to bind the company will be recognized by the County as duly authorized expressions on behalf of the company.

43. WARRANTY CLAUSE: A warranty is a guarantee of the integrity of a product and of the manufacturers' responsibility for the repair or placement. All manufacturer warranties are to be transferred to the County before final acceptance.

44. WORK HOURS: In accordance with DeSoto County's Noise Ordinance 2011-11 work performed before 7:00 a.m. or after 10:00 p.m. is prohibited unless otherwise

approved in advance.

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PROPOSAL

June 5, 2025
Cindy Talamantez
DeSoto County BOCC
201 E. Oak St., Suite 203
Arcadia, FL 3426
c.talamantez@desotobocc.com

RE: Fire Station 1 – HVAC and Building Repairs

SEMCO Construction, Inc. is pleased to quote the following construction services for modifications to the HVAC system at Fire Station 1, 25 E Cypress St, Arcadia. Work is based on drawings by Pyramid Engineering dated May 14, 2025, sheets A1.0, M1.0, M2.0, M2.1, M3.0, and Nova Engineering Report dated April 15, 2025.

Option A – HVAC Work

- Provide and install (4) new AHU's.
- New AHU's to be in same location as existing.
- Existing condensers to remain.
- Provide and install (2) exhaust and (1) intake fan.
- Existing sheet metal ductwork will be wrapped with external insolation.
- Provide and install flexible ducts to Return air grilles and diffusers.
- Add new controls.
- Controls will be 7-day programmable thermostats.
- Control wiring shall be free wired.
- Condensate drain to be schedule 40 PVC and ran to nearest existing drain.
- Connect to existing condensate drain.
- Perform an independent test and balance.

LUMP SUM Option A: $202,487.00

Option B – HVAC Work (NOTE: This option moves the AHUs to a more suitable location for future 2nd floor buildout. This is the recommended option.)

- Provide and install (4) new AHU's.
- 3 of the 4 new units to be relocated next to existing unit on open mezzanine.
- Relocate electrical to new units.
- Add new openings through deck and sleeping quarters wall for new duct.
- Existing condensers to remain.
- Provide and install (2) exhaust and (1) intake fan.
- Existing sheet metal ductwork will be wrapped with external insolation.
- Provide and install flexible ducts to Return air grilles and diffusers.
- Add new controls.
- Controls will be 7-day programmable thermostats.
- Control wiring shall be free wired.
- Condensate drain to be schedule 40 PVC and ran to nearest existing drain.
- Connect to existing condensate drain.
- Perform an independent test and balance.

LUMP SUM Option B: $220,743.00

Building Repairs (immediate need items per Nova Engineering report)

- Seal voids at mezzanine to roof transitions along the underside.
- Remove and replace deteriorated foam inserts along the underside of the mezzanine at wall to soffit transitions.
- Add new cast in place concrete deck on existing metal deck and bar joists.
- New concrete to 3000 PSI, fiber reinforced.
- Replace damaged liner covering insulation throughout attic interstitial space.
- Seal perimeter between steel framing and metal wall panels from conditioned space to attic space.
- Adjust hollow core metal doors and provide additional weather protection to reduce gaps at threshold and framing transitions.

LUMP SUM Building Repairs-Immediate Need: $33,339.00

Building Repairs (maintenance items per Nova Engineering report – not immediate need)

- Seal crack formations associated with stone veneer.
- Remove and replace deteriorated/missing mortar joints associated with stone veneer.
- Remove and replace deteriorated/missing sealant associated with concrete sills.
- Seal transitions between stucco and metal wall panels as well as remove and replace deteriorated sealant at these intersections.
- Replace exterior wall screws with Long-life screws and neoprene washers .
- Remove and replace all deteriorated/missing sealants.
- Remove and replace deteriorated/missing sealants at wall penetrations.
- Seal through roof penetrations.
- Seal along operable window systems and metal perimeter trim.
- Provide backer rod and sealant at conditioned space through roof penetrations.

LUMP SUM Building Repairs-Maintenance: $14,064.00

We have summarized below the total costs for the items SEMCO recommends DeSoto County to complete at this time:

Option B-HVAC Work	$ 220,743.00
Repairs-Immediate Need	$ 33,339.00
Total Recommended	$ 254,082.00

CLARIFICATIONS

- All work to be done during normal business hours.
- Performance and Payment Bond is included.
- This proposal does not include any costs associated with permitting. Permitting includes any engineered drawings, application fees, plan review fees, agency fees, plan development costs, etc. The scope of work contained in this proposal are the actual construction costs only. If permitting required, SEMCO will submit a separate proposal for those costs prior to moving forward with the permitting process.

We appreciate the opportunity to quote this and any other future projects. If you have any questions, please do not hesitate to contact me.

Submitted by:
Mac McMillen
Executive Vice President
250009-2

205 Century Blvd, Bartow, FL 33830-7705
(863) 533-7193 Fax (863) 533-3376
www.semcoconstruction.com
License CGC040492

DeSoto County

6/10/2025

Item #: 18.

☐ Consent Agenda ☐Quasi-Judicial Public Hearing
☒ Regular Business 9:00 am
☐ Public Hearing Resolution

DEPARTMENT: Administration
SUBMITTED BY: **Brian R. Wagner**
PRESENTED BY: **Brian R. Wagner**

TITLE & DESCRIPTION:
Resolution/Budget Amendment Fiscal Year 2024/2025

REQUESTED MOTION:
To adopt a Resolution relating to the attached budget amendments affecting the 2024/2025 adopted budget.

SUMMARY:
The Resolution will approve the additions, corrections and redistribution of the 2024/2025 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 2024/2025; 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 2024/2025 as required by Florida law; and

WHEREAS, since its adoption, the Board has examined the adopted budget for Fiscal Year 2024/2025 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 2024/2025 is hereby amended and supplemented as provided in Budget Amendment 2025-110.

Section 3. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 10th day of June 2025.

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

ATTEST:

_____
Mandy Hines
County Administrator

By: _____
Joel C. Deriso
Chairman

Approved as to form and legal sufficiency:

_____
Valerie Vicente
County Attorney

Department	Attachment	Amendment	Description
Public Safety	2	110	Transfer funds from Public Safety Reserves for repairs & modifications to Fire Staton 1 performed by Semco Construction.

2024/2025 Budget Amendments Packet 18
June 10, 2025

		Revenue Sources				Expenses Account Description
Attachment	**General Fund**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
Attachment	**Special Revenue**	Funds From:	Fund	B.A.		Funds Disbursed For:
2	214,000.00	Reserves for Capital	106	110	214,000.00	Repair & Maintenance
	$ 214,000.00				$ 214,000.00	
Attachment	**Capital Construction Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
Attachment	**Enterprise Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
Attachment	**Agency Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
	$ 214,000.00	Total Debits			$ 214,000.00	Total Credits

BUDGET AMENDMENT REQUEST/CORRECTION

2024/2025

Department	Public Safety		Date	6/10/2025	Amendment #	2025-110

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
10670715294601000	Repair and Maintenance	100,260.00	214,000.00		314,260.00	Transfer funds from Public Safety Reserves for repairs &
10643365109901001	Reserves for Capital	996,579.00		214,000.00	782,579.00	modifications to Fire Station 1 performed by Semco Construction.
	Column TOTALS		214,000.00	214,000.00		$ -

APPROVALS

Board Chairman _____ Date: 6/10/2025

County Administrator _____ Date: 6/10/2025

Finance Director _____ Date: 6/10/2025

Budget Coordinator _____ Date: 6/10/2025

Entered By _____ Date: 6/10/2025

ATTACHMENT 2