DeSoto County
Board of County Commissioners
Meeting Agenda

Tuesday, May 12, 2026 **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. **Revised Classification and Pay Plan.**

   Attachments: Parks Maintenance Technician II
   Classification & Pay Plan 5-12-26

2. **Minutes/BOCC Public Meeting 03-24-2026 and 04-14-2026**

   Attachments: BOCC Meeting Minutes 04-14-2026 Comp Plan Workshop
   BOCC Meeting Minutes 04-14-2026
   BOCC Meeting Minutes 03-34-2026

3. **Local Housing Assistance Plan**

   Attachments: DeSoto 2026-2029 LHAP with Exhibits.pdf
   Resolution for LHAP 2026.pdf
   2026-exhibit-d.pdf

4. **Declaration of Surplus Property**

   Attachments: Surplus Declared 5-12-2026

PRESENTATION

5. **Presentation/Valor Awards**

REGULAR BUSINESS

6. **Proclamation/Economic Development Week**

   Attachments: 2026 Proclamation-Economic Development Week

7. **Proclamation/National Tourism Week**

   Attachments: 2026 National Tourism Week Proclamation

8. **Proclamation/May 20, 2026, Emancipation Day**

   Attachments: Proclamation- Emancipation Day May 20th 2026

9. **Agreement/Spring Lake, Flood Risk Reduction**

   Attachments: authorizing-agent-approval-form
   4734-113-R_For_Subrecipient_Signature(04-21-26)

10. **Contract / Construction - NW Second Bunker Avenue Bridge Replacement Project (Bridge No. 044047)**

    Attachments: 26-10-00ITB BID TABULATION
    26-10-00ITB Contract

11. **Amendment / KCI Technologies, Inc. - Task 11 Construction Phase Services Amendment Second Bunker Bridge #044047**

    Attachments: KCI Contract
    23-15-00RFQ Agreement Amendment #1

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

    Attachments: AP Check Report - Warrants 03-24-26 to 04-27-26

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

    Attachments: Resolution
    Summary and Narrative
    2026-89 Article V- COC
    2026-90 Utilities Capital Wastewater
    2026-91 Utilities Capital Water & Wastewater
    2026-94 Public Safety

14. **First Amendment/Renewal for County Attorney Services**

    Attachments: First Amendment - NGN Agreement for County Attorney Services

15. **2026 Bulk Water Rate Calculation Study**

    Attachments: desoto_bulk_water_rate_memo_20260324 - 3.31.26
    Resolution - Accepting FY 2026 Bulk Water Rate Calculation Study

16. ORDINANCE/ Amending Tourist Development Tax Plan

Attachments: Ordinance Amending TDT Plan in ARTICLE XIX of Chapter 10
Proof of Publication
Amended Ex. A to Ordinance #2010-15 and for Codification

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

5/12/2026

Item #: 1.

☒ 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 recent changes within the Parks & Recreation Department. With the retirement of an employee as Parks Maintenance Technician IV, the Department Director recommends eliminating this position and replacing it with a Parks Maintenance Technician II position. This adjustment will better align staffing levels with the operational needs and goals of the department. Given the department's relatively small size, maintaining three supervisory-level Tech-IV positions is not suitable. Under the proposed revision, the department will retain two Tech-IV positions while adding a Tech-II position to support overall functionality and efficiency. Additionally, this change will result in a reduction to the department's overall personnel budget due to the lower pay grade associated with the Tech-II.

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.

Parks Maintenance Technician II

Department: **Parks and Recreation**

Pay Grade: **102 ($33,072.00 - $51,261.60)**

FLSA Status: **Non-Exempt**

GENERAL DESCRIPTION:

Responsible for performing skilled and semi-skilled work for a variety of parks maintenance duties, including but not limited to; ball field maintenance (mowing, clay work, line/chalk, turf repairs, etc.), landscaping, landscape maintenance, litter control, transporting equipment, building and restroom cleaning, minor repairs, completing park records/reports, dealing with park users' concerns/problems and assisting in special events. Assignments are made orally or in writing and work is reviewed through observation of results obtained, conferences and periodic reports or evaluations. Work is performed under the supervision of the Parks Supervisor and/or the Park Operations Technician IV.

ESSENTIAL JOB FUNCTIONS:

1. Participates in routine to advanced maintenance and repair duties.
2. Performs semi-skilled tasks in one or more of the skill trades.
3. Operates specialized athletic turf and field maintenance equipment in the mowing, grooming of clay infields, edging, weeding, trimming and pruning of grounds, shrubs, trees and plant beds.
4. Cleans, paints, repairs and maintains picnic tables, shelters, facilities and docks.
5. Drives electric cart or pick-up truck to patrol the park.
6. Maintains and repairs the pipes and plumbing fixtures in the restrooms.
7. Inspects, repairs, and maintains vehicles and small engines.
8. Operates various automotive vehicles and machinery, such as tractors, mowers, bush hogs, front-end loaders, dump, flatbed, and pick-up trucks.
9. Performs record keeping duties (i.e. Service records, basic logs) as required.
10. Works weekends and holidays and rotates evening shift which entails independent responsibility in handling emergency situations, enforcing park rules and regulations and closing parks.
11. Lubricates, services and makes routine inspections and repairs on vehicles and extensive repairs on small engines.
12. Performs related work as required.

MINIMUM QUALIFICATIONS

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of tools, methods and materials used in general maintenance and all aspects of park maintenance work.
- Knowledge of Parks and Recreation Department rules, regulations and operating procedures.
- Skill in the use of various tools and equipment associated with park maintenance work.
- Ability to recognize safety hazards and take precautionary measures to protect self and others.
- Ability to meet the public, give information regarding facilities and enforce rules and regulations.
- Ability to read basic drawings, blueprints and diagrams.
- Ability to perform heavy manual labor for extended periods, occasionally in adverse weather conditions.
- Knowledge of the Parks and Recreation Department rules, regulations and operating procedures.

EDUCATION AND EXPERIENCE:

High school diploma or equivalent; two (2) years of work experience in grounds maintenance, specifically with sport complexes and athletic fields.

Special Qualifications:
Requires a valid Florida Driver's License. Current first aid/C.P.R. Certification within 90 days of employment. Limited Pesticide Applicators Certification.

ESSENTIAL PHYSICAL SKILLS:

The work is medium work which requires exerting up to 45 pounds of force occasionally and/or frequently. Employee must have acceptable eyesight and hearing and have the ability to drive heavy equipment. Must be able to operate heavy equipment and operate semi tanker on highways. Must be able to drive heavy equipment. Additionally, the following physical abilities are required:

- Lifting: Raising objects from a lower to a higher position or moving objects horizontally from position-to-position. Occurs to a considerable degree and requires substantial use of upper extremities and back muscles.
- Carrying: support and move (someone or something) from one place to another
- Pushing: Using upper extremities to press against something with steady force in order to thrust forward, downward or outward.
- Pulling: Using upper extremities to exert force in order to draw, haul or tug objects in a sustained motion.
- Walking: Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.
- Standing: Particularly for sustained periods of time.
- Kneeling: Bending legs at knee to come to a rest on knee or knees.
- Stooping: Bending body downward and forward by bending spine at the waist. Occurs to a considerable degree and requires full motion of the lower extremities and back muscles.

ENVIRONMENTAL CONDITIONS:

Work is performed primarily inside and outside with chemicals, solvents and oils. Work in and around moving vehicles or equipment. Works outside in various weather conditions with noise, dust, fumes and dirt. Work is around traffic and hazardous conditions, and uneven surfaces.

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.

DESOTO COUNTY BOCC CLASSIFICATION AND PAY PLAN - REVISED 5/12/2026

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, 91712
Animal Control Services	ADMINISTRATIVE ASSISTANT	101	$ 31,200.00	$ 48,360.00	90506
Building	BUILDING OFFICIAL	115	$ 71,871.15	$ 111,400.28	90515
Building	BUILDING INSPECTOR II	108	$ 46,913.26	$ 72,715.56	90524, 90535
Building	BUILDING INSPECTOR I	106	$ 41,752.64	$ 64,716.59	90528, 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	91906
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
Human Resources	ADMINISTRATIVE ASSISTANT	101	$ 31,200.00	$ 48,360.00	92102
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	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, 91442
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 SUPERVISOR	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	$ 65,889.82	$ 105,423.71	91032, 91033, 91055, 91068, 91069, 91067, 91071, 91072, 91073
Public Safety	FIRE & LIFE SAFETY INSPECTOR	109	$ 49,728.06	$ 77,078.49	91006, 91070
Public Safety	FIREFIGHTER PARAMEDIC	FF3	$ 56,224.90	$ 89,959.84	91008, 91009, 91010, 91011, 91013, 91015, 91019, 91020, 91023, 91034, 91035, 91036, 91038, 91039, 91041, 91042, 91045, 91047, 91048, 91049, 91051, 91053, 91058, 91061, 91062, 91064, 91074, 91075, 91076
Public Safety	ENGINEER /PARAMEDIC	FF3	$ 56,224.90	$ 89,959.84	91016, 91017, 91037, 91043, 91044, 91046, 91050
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
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

Department	Position Title	Grade	Minimum	Maximum	Position Number
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, 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 12TH DAY OF MAY 2026.

_____
Chairman

ATTEST:

_____
Mandy Hines, County Administrator

DeSoto County

5/12/2026

Item #: 2.

☒ 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 03-24-2026 and 04-14-2026

REQUESTED MOTION:
To approve the minutes for the BOCC Public Meetings 03-24-2026 and 04-14-2026 Comp Plan Workshop 04-14-2026

SUMMARY:
Minutes

BACKGROUND:
Minutes

DeSoto County

Board of County Commissioners

Meeting Minutes - Final

Tuesday, April 14, 2026 **1:00 PM**

Comp Plan Workshop

CALL TO ORDER

ROLL CALL

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

PRESENTATION

Comprehensive Plan

The Board of County Commissioners held its first workshop for the DeSoto County Comprehensive Plan update through the year 2050, with assistance from the Central Florida Regional Planning Council. The workshop focused on reviewing outdated land use policies, growth trends, infrastructure capacity, housing needs, agriculture, transportation, and long-term planning priorities. Jennifer Codo-Salisbury of CFRPC explained that the current Future Land Use Map is heavily agricultural, with most of the county designated at one dwelling unit per ten acres. Commissioners discussed whether the plan still reflects current conditions, particularly as citrus groves decline and development pressure increases. Several members supported exploring new rural residential categories, such as one home per five acres or two-and-a-half-acre ranchette lots, to provide more attainable housing while preserving rural character. The Board also discussed the need for workforce housing for teachers, first responders, and working families who do not qualify for subsidized housing but cannot afford current market prices. Concerns were raised that large master-planned communities alone will not meet the county's traditional preference for custom homes built on individual lots. Transportation and infrastructure were major topics. Commissioners noted increasing traffic congestion on U.S. 17, County Road 760A, and other corridors, along with concerns that approved growth may outpace roads, water, sewer, and county finances. Members discussed the need for strategic infrastructure planning, including future road corridors and utility expansion to guide development into appropriate areas. Agriculture preservation was another central issue. Speakers and commissioners noted that high land prices and citrus decline are making farming more difficult, while outside investors continue purchasing former groves for development. Residents urged the county to preserve farmland, open space, waterways, and historical resources. Public comment reflected a range of views. Some residents supported smaller family farms, environmental protections for the Peace River, and carefully planned growth. Others warned against becoming like nearby heavily developed areas. Several speakers emphasized that growth is inevitable and

should be managed responsibly rather than ignored. Overall, the workshop highlighted a common theme: the Board and residents want future growth to be deliberate, fiscally responsible, protective of rural identity, and aligned with infrastructure capacity. Additional workshops were scheduled to continue refining the county's long-term vision.

BOARD MEMBER COMMENTS & DISCUSSION

ADJOURNMENT

Being no further business before the Board, Chairman Hickox adjourned the meeting at 2:38PM

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

_____
MANDY HINES
COUNTY ADMINISTRATOR

_____
STEVE HICKOX
CHAIRMAN

BOCC 04-14-2026 Comp plan workshop speaker cards

Attachments: BOCC 04-14-2026 Comp plan workshop speaker cards

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

DeSoto County

Board of County Commissioners

Meeting Minutes - Final

Tuesday, April 14, 2026 **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

Chaplain Amanda Reuter gave the invocation.

INTRODUCTION OF ELECTED OFFICIALS

SET/AMEND

A motion was made by Commissioner Schaefer, seconded by Commissioner Gross, to set the agenda . The motion carried by the following vote:

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

PUBLIC FORUM FOR NON-AGENDA ITEMS

Ms. Ashley Brown, Community Outreach Coordinator for the school district, shared several important announcements. Ms.Carol Mahler, representing the DeSoto County Historical Society, announced the upcoming grand re-opening of The John Morgan Ingraham House Museum May 1,2026 at 10am. Joseph Minore addressed the Board once again regarding his proposal for a rezone to offer primitive camping on his property for a fee, questioning as to when would it be coming in front of the Board for a vote as he has been in this process for a year now.

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. **Sufficiency of Surety Bond for County Administrator**

Attachments: Bond Continuation Certificate with POA Eff 4.29.2026_Mandy Hi
Sufficiency Bonds Listing - 4-14-26

2. **Memorandum of Agreement between the DeSoto County BOCC & FEMA Integrated Public Alert and Warning System (IPAWS) Program Management Office**

   Attachments: FL DeSoto County Board of County Commissioners IPAWS MOA_App-4762 COG MOA 2026

3. **Agreement/Florida Power & Light**

   Attachments: FPL Agreement
   ASSIST Agency Working Agreement - 2026.pdf

4. **Vaccine Clinic & Adoption Event**

5. **Letter of Support for FHERO**

   Attachments: Support-DeSoto-2026 - tc

6. **Grant Agreement Amendment #12252 / Florida Fish & Wildlife Conservation Commission**

   Attachments: 12252-A3 DeSoto County - Amendment 3
   12252 DeSoto County - Site Dedication 2014.04.02
   12252 DeSoto County - Agreement Lettuce Lake Grant

7. **Purchase of a 2026 Ford F150 4x4 truck for the Building Department**

   Attachments: QUOTE DESOTO F150 8BED
   Preview Order A661 - F1L - 4x4 XL Regular Cab- DESOTO

8. **Minutes/BOCC Public Meeting 03-10-2026 and BOCC Workshop 03-10-2026**

   Attachments: BOCC Meeting Minutes 03-10-26
   BOCC Planning and Zoning Workshop 03-10-26

9. **Utilities Purchase of Water/Wastewater Treatment Chemicals / Hawkins, Inc. / Contract Renewal**

   Attachments: 22-08-00ITB Amendment #4 - Renewal
   Hawkins, Inc. Renewal Letter

10. **Herbicide Application Services / Aquatic Weed Control, Inc. / Contract Renewal**

    Attachments: 25-09-00ITB Amendment #1
    Aquatic Weed Control, Inc. Renewal Letter

11. **Amendment / Grant Agreement with the Florida Department of Emergency Management**

    Attachments: D1489 DeSoto County Extension- Mod #1

12. **Memorandum of Understanding (MOU) between CareerSource Heartland and DeSoto BOCC**

    Attachments: MOU - CSH_DSED Career Source (002)

13. **Resolution / Supplemental Agreement / FDOT SCOP S.W. Liverpool Road**

Attachments: 448741-1-54-01 Resolution - Supplemental Agreement
448741-1-54-01 Draft Supplemental Agm - initialed
Enactment No: 2026-030

REGULAR BUSINESS

14. Proclamation/Water Conservation Month

Attachments: Proclamation - Water Conservation Month 2026

Greg Harris, Utilities Director read the Proclamation into record proclaiming April 2026 as "Water Conservation Month".

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

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

15. Proclamation/Child Abuse Prevention Month

Attachments: Child Abuse Prevention Month 2026

Mandy Hines read the Proclamation into record To proclaim April 2026 as "Child Abuse Prevention Month".

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

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

16. Proclamation/Sexual Assault Awareness Month

Attachments: Sexual Assult Awareness Month 2026

Mandy Hines read the Proclamation into record to proclaim the month of April 2025, as "Sexual Assault Awareness Month".

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

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

17. Purchase of a Wesco Model FF-4 "Assistant Fire Chief" - Fire Training Tower

Attachments: Fire Facilities- Piggyback Contract and proposal

Chad Jorgensen, Fire Chief presented a request to approve the Purchase of a Wesco Model FF-4 "Assistant Fire Chief" - Fire Training Tower and authorize the County Administrator to approve the Purchase order.

A motion was made by Commissioner Gross, seconded by Commissioner Langford, to approve the Purchase of a Wseco Model FF-4 Fire Training Tower. The motion carried by the following vote:

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

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

Attachments: AP Check Report - Warrants 02-25-26 to 03-23-26

Peter Danao presented a request to approve accounts and warrants drawn according to Schedule(s) of Bills Payable February 25, 2026-March 23, 2026.

A motion was made by Commissioner Langford, seconded by Commissioner

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

Aye: Deriso, Schaefer, Langford, and Gross

Recused: Hickox

19. Resolution/Budget Amendment Fiscal Year 2025/2026

Attachments: Resolution
Summary and Narrative
2026-68 Public Safety R&M Ins
2026-69 Economic Dev-Turner Center
2026-71 SHIP
2026-73 Public Safety
2026-75 ARPA-General Fund COC

Mandy Hines presented a requested to adopt a Resolution relating to the budget amendments affecting the 2025/2026 adopted budget as provided in Budget Amendments 2026-68, 2026-69, 2026-71, 2026-73, 2026-75.

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

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

Enactment No: 2026-031

20. Weiler Work Authorization 25/26-07- CR769 Force Main Replacement

Attachments: WORK AUTHORIZATION FORM weiler 25-26-07 CR769 FORC MAIN REPLACEMENT
WA_ CR769ForceMainReplacement

Greg Harris, Utilities Director presented a request to approve Weiler Work Authorization 25/26-07 authorizing the permitting, design and CEI for the CR769 Forcemain Replacement project.

A motion was made by Commissioner Langford, seconded by Commissioner Schaefer, to approve Weiler Work Authorization 25/26-07. The motion carried by the following vote:

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

21. Resolution/ Burn Ban/ Drought Emergency Expires

Attachments: Resolution ending Burn Ban 4-14-2026

Mandy Hines, County Administrator, presented a request that the Board adopt a resolution declaring the Burn Ban/Drought Emergency expired. The Board engaged in extensive discussion about current drought conditions and potential amendments to the existing ordinance, including the possibility of granting the Fire Chief authority to issue fines for violations and refer offenders to the Special Magistrate, thereby reducing the burden on law enforcement. After deliberation, the Board chose to extend the burn ban and revisit the issue in the coming weeks.

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

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

22. Resolution / Coward vacation of ROW (correction of legal description) (VAC-0018-2024)

Attachments: Resolution VAC-0018-2024 Coward appr vac - Corrected
Exhibit A - Corrected Legal and Survey
Recorded Resolution 2024-108 Coward VAC of ROW

Valerie Vincente, County Attorney presented a request to adopt the resolution correcting an error that was discovered on the legal description recorded with resolution 2024-108 for the vacation of right-of-way.

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

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

Enactment No: 2026-032

23. Resolution to amend the Planning and Zoning Division fee schedule (Tabled from 3/24/26)

Attachments: Resolution with Exhibit A
Fee Comparison 11x17
PZ Div Fee Schedule MARKUP 032426v3

John Osborne brought back a motion that was tabled on March 24, 2026 for reconsideration to adopt the proposed resolution amending the Planning and Zoning Division fee schedule.

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

Aye: Schaefer, Hickox, Langford, and Gross

Nay: Deriso

Enactment No: 2026-033

ADMINISTRATOR'S REPORT

Mandy Hines provided a brief update on the Hope Desoto Building and requested guidance from the Board regarding allocation of available funding. She also reported on a County-owned property that has been fully refurbished following significant code enforcement action and is now ready to be listed for sale. She also gave a brief update on the progress of the wastewater treatment expansion. Additionally, she reminded the Board of the scheduled budget workshop dates.

COUNTY ATTORNEY'S REPORT

BOARD MEMBER COMMENTS

Commissioners expressed their appreciation to County staff, volunteers, and community members for their ongoing contributions to DeSoto County. They extended their gratitude for the success of the 22nd Annual Pioneer Day, noting that the event continues to serve as a meaningful opportunity to engage with residents and celebrate the County's rich history. Commissioners also thanked local firefighters for their dedicated efforts during the current period of drought and heightened wildfire risk. The Board raised concerns regarding persistent issues at the mulching facility on Highway 72. Despite previous discussions and enforcement actions, the County continues to receive complaints related to weekend truck traffic and the

deteriorating condition of Thigpen Road, which serves as the primary access route to the facility. Commissioners also discussed ongoing code enforcement challenges involving properties where violations continue despite mediation and prior enforcement measures. Commissioner Gross inquired about potential ways to expedite enforcement once cases have completed the required processes. Ms. Hines explained that when a property has appeared before the Special Magistrate twice without achieving compliance, the County may proceed with the civil citation process. Additionally, the Board reviewed the status of coordination with the Florida Department of Transportation (FDOT) regarding roadway improvements. Staff indicated they would follow up with FDOT to obtain an updated project timeline. Based on prior communication, the anticipated project completion remains scheduled for early 2027.

ADJOURNMENT

Being no further business before the Board, Chairman Hickox adjourned the meeting at 10:06AM

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

MANDY HINES
COUNTY ADMINISTRATOR

STEVE HICKOX
CHAIRMAN

Supplemental Documents BOCC Public Meeting 04-14-2026

Attachments: BOCC Public meeting 04-14-2026 Speaker Cards

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

DeSoto County

Board of County Commissioners

Meeting Minutes - Final

Tuesday, March 24, 2026 **3:00 PM**

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

Pastor David Stewart of Grace Presbyterian Lake Suzy gave the invocation.

INTRODUCTION OF ELECTED OFFICIALS

SET/AMEND

A motion was made by Commissioner Deriso, seconded by Commissioner Langford,to amend the agenda, adding emergency item 7a. The motion carried by the following vote:

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

PUBLIC FORUM FOR NON-AGENDA ITEMS

CONSENT AGENDA-MOTION TO APPROVE

Approval of the Consent Agenda

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

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

1. **Resolution/Write-Off Delinquent EMS Accounts FY 2024-2025**

   Attachments: Resolution -Write-Off Delinquent EMS Accounts FY 24-25
   DeSoto County Adjustment Report - Bad Debt 10.01.2024 - 09.30.2025
   100124-093025-Referred-Limited
   100124-093025-Recoveries-Limited
   Enactment No: 2026-027

2. **Grant Agreement / Wastewater Treatment Plant Effluent Disposal**

Project/Community Development Block Grant Disaster Recovery.

Attachments: MS010-Agreement-READY FOR SIGNATURE

3. **Minutes/BOCC Public Meeting 02-10-2026 and 02-24-2026**

Attachments: 02-10-2026 BOCC Meeting
02-24-2026 BOCC Meeting

4. **Suncoast Remake Learning Days Letter of Agreement-Economic Development**

Attachments: DeSoto County Board of County Commissioners LOA SRLD 2026

5. **Suncoast Remake Learning Days Letter of Agreement-Turner Center**

Attachments: 2026 SRLD Agreement

6. **Declaration of Surplus Property**

Attachments: Surplus Declared 3-24-26

7. **Amendment Request/D1489 2023 LAP Funding**

Attachments: letterhead D1489

EMERGENCY ITEM

7a Resolution/Florida Boating Improvement Program Grant Application

Attachments: Deep Creek Boat Ramp_100% Estimate of Probable Cost
Resolution- FBIP Application Deep Creek Phase II
Enactment No: 2026-028

PRESENTATIONS

8. **Presentation / Update on the DeSoto County Vulnerability Assessment**

Attachments: DeSoto BoCC Meeting on VA Update 3-24-26

Curtis Knowles from the Central Florida Regional Planning Council presented an update on DeSoto County's state-mandated Vulnerability Assessment, funded through the Resilient Florida Grant Program. The assessment analyzes potential flooding impacts to Desoto county and City of Arcadia assets using nine rainfall modeling scenarios, including the 100-year (1% chance), 200-year (0.5% chance), and 500-year (0.2% chance) storm events. These scenarios are modeled for current conditions, 2040, and 2070. Mr. knowles reviewed the exposure and sensitivity findings, demonstrated the new interactive public map, and explained how the results will help identify priority mitigation projects and qualify the county for future Resilient Florida funding. The final report is awaiting DEP approval, and the Council will return once it is finalized. No questions were raised by the Board.

REGULAR BUSINESS

9. **Proclamation/ National Nutrition Month March 2026**

Attachments: Proclamation - National Nutrition Month 3-2026

Mandy Hines read the proclamation into the record, proclaiming March 2026 as National Nutrition Month in DeSoto County.

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

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

10. Piggyback Agreement / Gainesville Regional Utilities / Commerce Controls, Inc.

Attachments: 2026-004PA Commerce Controls

Greg Harris, Utilities Director made a request to approve the Piggyback Agreement with Gainesville Regional Utilities and Commerce Controls, Inc. (CCI)

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

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

11. Contract Award / DCR WWTP Expansion - Phase 1 / Poole & Kent Company of Florida

Attachments: 25-24-01ITB Contract
25-24-01ITB Bid Tabulation

Greg Harris, Utilities Director made a request to approve the Construction Agreement with Poole & Kent Company of Florida for the Regional Wastewater Treatment Plant Expansion - Phase 1 project, contingent on approval of necessary budget amendments.

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

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

12. Professional Services- Landfill Expansion Zones 6 and 7

Attachments: 26-08-00RFQ Contract

Jeff Phipps, Landfill Director made a request to approve the Agreement for the Phase 1 Professional Services for the Landfill Expansion of Zones 6 and 7.

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

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

13. Resolution/Budget Amendment Fiscal Year 2025/2026

Attachments: Resolution
Summary and Narrative
2026-66 SP Projects- Util. Wastewater DCR Project

Brian Wagner, Budget Coordinator, made a request to adopt a Resolution relating to the attached budget amendments affecting the 2025/2026 adopted budget as provided in Budget Amendment 2026-66.

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

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

Enactment No: 2026-029

14. Resolution/Burn Ban/Drought Emergency expires

Attachments: Resolution ending Burn Ban 3-2026

Mandy Hines, County Administrator, requested the adoption of a resolution declaring that the Burn Ban/Drought Emergency had expired. After much discussion, the Board decided instead to extend the burn ban and review the matter again in a few weeks based on the next U.S. Drought Monitor index numbers.

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

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

15. Resolution to amend the Planning and Zoning Division fee schedule

Attachments: Resolution with Exhibit A
Fee Comparison 11x17
PZ Div Fee Schedule MARKUP 032426v3

John Osborne presented a motion to adopt the proposed resolution amending the Planning and Zoning Division fee schedule. A vote was passed to adopt this resolution, however Commissioner Deriso expressed concern about adopting the higher fee options without more discussion, noting the significant increases and the impact on residents who already pay taxes. Commissioners questioned whether it was better to address the issue now or bring it back at the next meeting, especially since their consultant had already left and some materials weren't available. Commissioner Gross pointed out that the largest fees apply mainly to major development activities rather than typical residential projects.Ultimately, commissioners agreed that the matter needed further review with their consultant present, and the reconsideration of the resolution amending the Planning and Zoning Division fee schedule-at the next BOCC meeting. The motion passed, and the reconsideration was scheduled for April 14th.

A motion was made by Commissioner Deriso, seconded by Commissioner Schaefer, that this Resolution be tabled to the Board of County Commissioners, due back on 4/14/2026. The motion carried by the following vote:

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

PUBLIC HEARING 3PM

16. Amendment No. 1 to the Third Garbage Franchise Agreement

Attachments: AMENDMENT No1

Valerie Vicente, County Attorney, presented a request to approve Amendment No. 1 to the Third Garbage Franchise Agreement between DeSoto County and Womack Sanitation, Inc. The amendment authorizes a capped annual CPI adjustment to the hauling portion of the rate at Womack's request, while leaving all other terms of the agreement unchanged.

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

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

17. Ordinance / Land Development Regulation Amendment Family Homestead (LDR-0011-2025)

Attachments: 2026-02-13 REV Ordinance for PC- revising min acres and owner

Misty Servia, Planning Director, presented a request to adopt the proposed ordinance amending the Land Development Regulation to reduce the minimum parent-parcel acreage required to qualify for the family homestead exemption from 30 acres to 25 acres, and to clarify that the 5-year ownership requirement for the parent parcel may be met by either the applicant or an immediate family member.

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

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

Enactment No: 2026-003

18. Hearing on an appeal by M. Lewis Hall, III, Trust (APPL-0012-2026) to the BOCC of the Board of Adjustments decision to uphold the Development Director's denial of Hall's application for a certified lot split (CLS-0009-2025)

Attachments: Exhibit A-Denial Letter Survey
Exhibit B-Quit Claim Deed
Exhibit C-Application with attachments (1)
Exhibit D-Ordinance 2025-010 (2)
Exhibit E-ingress egress easement
Exhibit F-GIS Map of Driveway distance (1)
Exhibit G-Picture of driveway from Pine Island Rd (1)
Exhibit H-Engineering Detail D-3A
Exhibit I-Engineering Detail D-17C
Exhibit J-Applicant request for Appeal
Exhibit K-Development Director's Position Statement (Staff Repor
Exhibit L - BOA Final Written Determination
Exhibit M - Notice to appeal to BOCC.
Exhibit N-Publisher's Affidavit
Exhibit 1- Sec. 20-1728 Road Construction Ord codified
Exhibit 2a- Sec. 20-1523 Appeal decision of development director BOA
Exhibit 2b-Sec. 20-1280 BOA variance
Exhibit 3a- HAAS Engineer Report
Exhibit 3b- Lomski Engineer Report
Exhibit 4- Correspondence 11.17 through 11.18
Exhibit 5- Survey
Exhibit 6- Photograph
LDR Code Provisions for Reference

The County Attorney advised the Board that attorney Derek Rooney will be representing the Board during the hearing. Derek Rooney served as legal counsel to the Board for the appeal hearing. Mr. Hall requested approval to build a single

home on an 11-acre parcel that was created by deed but did not go through the county's certified lot split process. Staff originally denied the request, citing two issues: (1) the parcel did not have the required lot frontage needed for a buildable lot under the land development regulations, and (2) the private access road was not constructed to county standards. During the hearing, Mr. Rooney explained that recently adopted code language for certified lot splits could result in two different interpretations. The board discussed the long-standing private road, the size and history of the family ranch, and the fact that this situation differs from smaller subdivisions. Commissioners generally agreed that common sense supports allowing the home and that the code needs refinement for large agricultural properties. Mr. Rooney advised that the board could resolve this case immediately by granting a design exception for the existing private road. This approach would address both access and frontage concerns and allow the parcel to move forward as a buildable lot. The board agreed, and supported bringing back future code amendments to clarify these issues for similar cases. Ultimately, the board moved toward approving the design exception so Mr. Hall can proceed.

ADMINISTRATOR'S REPORT

COUNTY ATTORNEY'S REPORT

BOARD MEMBER COMMENTS

Commissioners thanked county staff, volunteers, and community members for their contributions to DeSoto County. The Commissioners also reminded everyone that the 22nd Annual Pioneer Day will be on Saturday March 28 at the Turner Agri-Civic Center from 9am - 2pm.

RECESS UNTIL 6:30 PM PUBLIC HEARING

QUASI-JUDICIAL PUBLIC HEARING

19. Ordinance / DCIP Commercial Data Processing Facility rezone (RZNE-0077-2025)

Attachments:
2026-03-16 DCIP for BOCC SR
Location Map
FLU Map
Wetlands & Conservation Overlay Map
Zoning Map
DCIP revised plan3-3-26
2026-03-16 Ordinance RZNE-0077-2025 DCIP BOCC
Exhibit G Comp Plan Policies

Valerie Vicente, County Attorney reviewed Quasi-Judicial procedures and Ex Parte communication rules, followed by Commissioners disclosing any constituent contact or site visits. The Clerk administered the Oath to all speakers. Planning Director Misty Servia presented a request to rezone 34.22 acres at 3800 NE Roan Road from A-5 to PUD for the proposed DeSoto County Industrial Park, a Rapid Response project involving the renovation of a former power plant into a 35,134-square-foot data center with on-site power generation. Staff evaluated the application for compatibility with surrounding agricultural land,

environmental conditions, available infrastructure, and consistency with the comprehensive plan. While the site lies in the Rural Agricultural Future Land Use category, staff found that-with conditions-the proposal met rezoning and PUD criteria. The applicant explained that the facility would be energy-independent, reuse existing infrastructure, avoid water-intensive cooling systems, and operate with approximately 25 full-time employees. Residents raised broad concerns, including noise, emissions, water use, lighting, proximity to schools and the event center, loss of agricultural land, limited job creation, and potential future expansion.Gross made a motion to close the public hearing, seconded by Commissioner Langford. The vote carried unanimously. The board spent significant time discussing noise, lighting, and water impacts, ultimately supporting a 55-dBA noise limit at 200 feet from all property lines and requiring a photometric plan showing no light trespass. Water use prompted further discussion, including input from the City of Arcadia, which expressed interest in providing reclaimed water. Rather than mandate reclaimed-water use immediately, the board directed the applicant to explore feasibility and return with findings at the improvement plan stage. Staff presented updated conditions reflecting these directives, including perimeter buffering, noise limits, lighting requirements, and reclaimed-water exploration, confirming that the revised conditions captured the board's intent.

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

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

Enactment No: 2026-004

ADJOURNMENT

Being no further business before the Board, Chairman Hickox adjourned the meeting at 10:09pm

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

_____
MANDY HINES
COUNTY ADMINISTRATOR

_____
STEVE HICKOX
CHAIRMAN

Board Documents 03-24-2026 BOCC Public Meeting

Attachments: BOCC Public Meeting Supplemental 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

5/12/2026

Item #: 3.

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

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

TITLE & DESCRIPTION:
Local Housing Assistance Plan

REQUESTED MOTION:
To adopt the Resolution approving the Local Housing Assistance Plan.

SUMMARY:
The State Housing Initiatives Partnership Program Act (SHIP) requires local governments that receive SHIP funds to adopt a Resolution approving the Local Housing Assistance plan and to authorize a designee to execute any necessary documents and certifications needed by the State.

BACKGROUND:
The State Housing Initiatives Partnership Act, requires local governments to develop a one-to three-year Local Housing Assistance Plan outlining how funds will be used.

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)

2026-2027, 2027-2028, 2028-2029

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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 the 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 comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2026-2027, 2027-2028, 2028-2029

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 match 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. 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-income
   b. Low-income

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 income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first 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.

O. 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 in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings 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 a former 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. The delivery costs will be Title search, recording fees, and appraisals.

T. Essential Service Personnel Definition (ESP): DeSoto County defines essential services 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 gallon/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 partners 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 strategy for Rapid Re-Housing specifically for homeless residents of DeSoto County to obtain quality, safe, decent, and affordable rental housing. Funds are set aside for first, last, and security deposits.

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: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, and low

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 is forgiven after 5 years.
5. Repayment: Pay the outstanding balance at the end of 30 years.
1. Default: 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 default of this mortgage should 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.

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 (l).

g. Sponsor Selection Criteria: N/A

h. Additional Information:

1. 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.
2. Homeowners must have a homestead exemption at the address for at least a year or show proof that they have lived there for more than four years before the approval of the rehabilitation.
3. There can be no liens or judgments on or against the property, with the exception of a mortgage.
4. Mobile homes are not eligible for this strategy.
5. This strategy qualifies for a mortgage extension if the applicant continues to income-qualify. An income-eligible heir may qualify to assume the lien.

B. Purchase Assistance with and without Rehab	Code 1 & 2

a. Summary: Funds will be awarded for the down payment and closing costs to households for the purchase of a newly constructed or existing home. A newly constructed home must have received a certificate of occupancy within the last twelve months, and assistance with rehab for an existing home must have had at least $2,500 in repairs in the past twelve months.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: very low, low, and moderate

d. Maximum award: $15,000 for very low income, low income, and $10,000 for moderate income

e. Terms:

2. Repayment loan/deferred loan/grant: Deferred loan secured by a note and mortgage.
3. Interest Rate: 0%
4. Years in loan term: 30-year
5. Forgiveness: Non-forgivable
6. Repayment: The loan is due and payable at the end of the 30-year DPL, eligible for extension with income re-certification.
7. Default: 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 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.

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 (l)

g. Sponsor Selection Criteria: N/A

h. Additional Information:

1. 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.
2. 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.
3. Purchase assistance with rehab for an existing home must have at least $2500 in repairs in the past twelve months. New construction must have a certificate of occupancy within the last twelve months.
4. This strategy is eligible for a mortgage extension as long as the applicant continues to income-qualify.
5. The purchase price for construction or the purchase of an existing home may not exceed $350,000. If purchasing a mobile home, it must have been built on or after June 2010.

C. 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: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low and low

d. Maximum award: $200,000

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan (DPL) secured by a subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 30-year DPL
4. Forgiveness: 50% of the award will be forgiven over 5 years; title search, recording fees, and appraisal costs will be added to the forgivable DPL.
5. Repayment: 50% of the award will be due in full at the end of the 30-year DPL term, eligible for extension with income re-certification.
8. Default: 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 foreclosures. If default of this mortgage should 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.

f. Recipient/Tenant Selection Criteria: Applicants will be selected based on a first-qualified, first-served basis with priorities as outlined in section 1 (l).

g. Sponsor Selection Criteria: N/A

h. Additional Information:

1. Applicants must be current on any real property taxes owed to DeSoto County, and recipients may only receive this assistance strategy once in a lifetime.
2. Homeowners must have a homestead exemption at the address for at least 12 months or show proof that they have lived there for at least four years prior to being approved. There can be no liens or judgments on or against the property with the exception of a first mortgage.

3. This strategy qualifies for a mortgage extension if the applicant continues to income-qualify. An income-eligible heir may qualify to assume the lien as long as they choose to live in the home full-time. Default constitutes immediate payoff of the lien.

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 deposit.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, low

d. Maximum award: $2,500.

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: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Recipients must be income-eligible families and deemed homeless as defined by F.S. 420.621. Rents will not exceed the limits as adjusted by the number of bedrooms. 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 by providing proof of income sufficient to pay the rent, 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. Disaster Recovery	Code 5

a. Summary: In times of disaster, the declaration by Executive Order of a President or the Governor, and for the recovery from 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.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

Income Categories to be served: very low, low, mod

c. Maximum award: $ $15,000 (VLI max $15,000, LI $12,500, 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: N/A

g. Sponsor/Sub-recipient 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, water heater, well pump, etc. Must receive 2-3 quotes and go with the lowest, soonest available contractor. Applicant must be the homesteaded owner of the DeSoto County property. Emergencies and disasters are described separately.

F. Emergency Repair	Code 6

a. Summary: Funds will be awarded for an Emergency Repair. An Emergency repair is considered a repair that immediately affects the health and safety of the occupants.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: very low, low

d. Maximum award: $8,000

e. Terms:
1. Repayment loan/deferred loan/grant: Deferred loan secured by a note and a Deferred Payment Loan.
2. Interest Rate: 0%
3. Years in loan term: 5 years
4. Forgiveness: forgivable
5. Repayment: The loan is due and payable if found in default within the 5-year term of the Deferred Payment Loan.
6. Default: 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 the homeowner dies, or if a married couple, the survivor dies, the loan will be considered satisfied.

f. Recipient/Tenant Selection Criteria: Under this strategy, priority will be provided to households that do not have running water, functioning A/C units, or working septic systems. Emergency repair funds can be used for,

but are not limited to, critical health and safety issues in the home, such as septic, water heater, well pump, etc. Must receive 2-3 quotes and go with the lowest, soonest available contractor. Applicant must be the homesteaded owner of the DeSoto County property, or provide proof that they have lived in the home for at least four (4) years.

g. Sponsor Selection Criteria: N/A

h. Additional Information:
1. Applicants must complete the application and provide all requested documents (listed on the application).
2. Homeowners must have a homestead at the address for at least a year or show proof that they have lived there for more than four years before the approval of the rehabilitation.
3. Applicant must provide a quote from a minimum of three Contractors.
4. The lowest, first available quote will be chosen for the repair.

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 in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

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 completely with affordable housing or Social Services written on the application, along with the required fees. The applications marked affordable housing or Social Services are expedited. 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 before their adoption.

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. Name of the 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.

D. 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.

E. Accessory Residential Units allowance of affordable accessory residential units in residential zoning districts. Land Development Regulation Section 8101 Accessory Dwelling Unit permits these dwelling units as accessory uses if within single-family homes and provided they meet limited requirements, such as being designed not to 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		
Fiscal Year: 2026-2027		
Estimated SHIP Funds for Fiscal Year:	$	350,000.00
Salaries and Benefits	$	35,000.00
Office Supplies and Equipment	$	-
Travel Per diem Workshops, etc.	$	-
Advertising	$	-
Other*	$	-
Total	$	35,000.00
Admin %		10.00%
		OK
Fiscal Year 2027-2028		
Estimated SHIP Funds for Fiscal Year:	$	350,000.00
Salaries and Benefits	$	35,000.00
Office Supplies and Equipment	$	-
Travel Per diem Workshops, etc.	$	-
Advertising	$	-
Other*	$	-
Total	$	35,000.00
Admin %		10.00%
		OK
Fiscal Year 2028-2029		
Estimated SHIP Funds for Fiscal Year:	$	350,000.00
Salaries and Benefits	$	35,000.00
Office Supplies and Equipment	$	-
Travel Per diem Workshops, etc.	$	-
Advertising	$	-
Other*	$	-
Total	$	35,000.00
Admin %		10.00%
		OK
*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.		
Details:		

Exhibit B
Timeline for SHIP Expenditures

DeSoto County affirms that funds allocated for these fiscal years will meet the following deadlines:

Fiscal Year	Encumbered	Expended	Closeout Report
2026-2027	6/30/2028	6/30/2029	9/15/2029
2027-2028	6/30/2029	6/30/2030	9/15/2030
2028-2029	6/30/2030	6/30/2031	9/15/2031

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation should be notified according to the following dates:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2026-2027	3/30/2029	6/15/2029
2027-2028	3/30/2030	6/15/2030
2028-2029	3/30/2031	6/15/2031

Requests for Expenditure Extensions (close-out year ONLY) must be emailed to kathy.cutler@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan/timeline of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended.

Other Key Deadlines:

AHAC reports are due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

ACFR financial statements are due each June 30 for the report ending September 30 of the previous year.

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2026-2027

Name of Local Government: DeSoto County

Estimated Funds (Anticipated allocation only): $ 350,000

Code	Strategies / Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
3	Owner Occupied Rehabilitation	Yes	2	$70,000	2	$70,000			$280,000.00	$0.00	$280,000.00	4
1,2	Purchase Assistance with and without Rehab	No			1	$25,000		$15,000	$0.00	$25,000.00	$25,000.00	1
4	Demolition/Reconstruction	Yes							$0.00	$0.00	$0.00	0
5	Emergency/Disaster Assistance	Yes				$18,000	1	$6,500	$6,500.00	$0.00	$6,500.00	1
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		2		3		1		$286,500.00	$25,000.00	$311,500.00	6
	Purchase Price Limits:		New	$ 350,000	Existing	$ 350,000						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
26	Rapid Re-housing	No		$2,500					$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$ 35,000		10%		OK					
	Home Ownership Counseling		$ 3,500									
	Total All Funds		$ 350,000	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		81.9%	OK
Homeownership % (65% requirement)		89.0%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)		$ 140,000	40.0% OK
Low Income (30% requirement)		$ 165,000	47.1% OK
Moderate Income		$ 6,500	1.9%

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2027-2028

Name of Local Government: DeSoto County

Estimated Funds (Anticipated allocation only): $ 350,000

Code	Strategies / Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
3	Owner Occupied Rehabilitation	Yes	2	$70,000	2	$70,000			$280,000.00	$0.00	$280,000.00	4
1,2	Purchase Assistance with and without Rehab	No			1	$25,000		$15,000	$0.00	$25,000.00	$25,000.00	1
4	Demolition/Reconstruction	Yes		$200,000					$0.00	$0.00	$0.00	0
5	Emergency/Disaster Assistance	Yes		$18,000		$15,000	1	$6,500	$6,500.00	$0.00	$6,500.00	1
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		2		3		1		$286,500.00	$25,000.00	$311,500.00	6
	Purchase Price Limits:		New	$ 350,000	Existing	$ 350,000						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
26	Rapid Re-housing	No		$2,500					$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$ 35,000		10%		OK					
	Home Ownership Counseling		$ 3,500									
	Total All Funds		$ 350,000	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		81.9%	OK
Homeownership % (65% requirement)		89.0%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)		$ 140,000	40.0% OK
Low Income (30% requirement)		$ 165,000	47.1% OK
Moderate Income		$ 6,500	1.9%

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2028-2029

Name of Local Government: DeSoto County

Estimated Funds (Anticipated allocation only): $ 350,000

Code	Strategies / Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
3	Owner Occupied Rehabilitation	Yes	2	$70,000	2	$70,000			$280,000.00	$0.00	$280,000.00	4
1,2	Purchase Assistance with and without Rehab	No			1	$25,000		$15,000	$0.00	$25,000.00	$25,000.00	1
4	Demolition/Reconstruction	Yes							$0.00	$0.00	$0.00	0
5	Emergency/Disaster Assistance	Yes				$18,000	1	$6,500	$6,500.00	$0.00	$6,500.00	1
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		2		3		1		$286,500.00	$25,000.00	$311,500.00	6
	Purchase Price Limits:		New	$ 350,000	Existing	$ 350,000						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
26	Rapid Re-housing			$2,500					$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$ 35,000		10%		OK					
	Home Ownership Counseling		$ 3,500									
	Total All Funds		$ 350,000	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		81.9%	OK
Homeownership % (65% requirement)		89.0%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)		$ 140,000 40.0%	OK
Low Income (30% requirement)		$ 165,000 47.1%	OK
Moderate Income		$ 6,500 1.9%	

Exhibit D
67-37.005(1), F.A.C.
2026

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: DeSoto Board of County Commissioners

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (ACFR). An electronic copy of the ACFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

_____ _____
Witness Chief Elected Official or designee

_____ Steve Hickox, Chairman
Witness Type Name and Title

_____
Date

OR

_____
Attest: (Seal)

DESOTO COUNTY
RESOLUTION 2026- _____

A RESOLUTION OF THE COUNTY COMMISSION OF THE DESOTO COUNTY FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES;AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIRMAN OR COUNTY ADMINISTRATOR IN HIS ABSENCE TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act (the methodology and purchase prices used are defined in the attached Local Housing Assistance Plan); and

WHEREAS, as required by *section 420.9075, F.S.* It is found that 5 percent of the

local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10% percent of the local housing distribution plus 5% percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Social Services Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the public for DeSoto County to submit the Local Housing Assistance Plan for review and approval to qualify for said documentary stamp tax funds.

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

Section 1: The County Commissioners of DeSoto County Florida hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2026-2027, 2027-2028, 2028-2029.

Section 2: The Chairman, or County Administrator in his absence, is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the terms and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 12th DAY OF MAY, 2026 .

_____
Steve Hickox, Chairman

ATTEST:

_____
Mandy Hines
County Administrator

Approved as to form and legal sufficiency:

_____
Valerie Vicente
County Attorney

DESOTO COUNTY
RESOLUTION 2026- _____

A RESOLUTION OF THE COUNTY COMMISSION OF THE DESOTO COUNTY FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES;AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIRMAN OR COUNTY ADMINISTRATOR IN HIS ABSENCE TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

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PASSED AND ADOPTED THIS 12th DAY OF MAY, 2026 .

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Steve Hickox, Chairman

ATTEST:

_____
Mandy Hines
County Administrator

Approved as to form and legal sufficiency:

_____
Valerie Vicente
County Attorney

Exhibit D
67-37.005(1), F.A.C.
2026

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: DeSoto Board of County Commissioners

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(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

_____ _____
Witness Chief Elected Official or designee

Steve Hickox, Chairman
_____ _____
Witness Type Name and Title

_____
Date

OR

_____
Attest: (Seal)

DeSoto County

5/12/2026

Item #: 4.

☒ 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
2008-44	2007 DOGE NITRO	1D8GT28K27W683481	001	3017	09/22/08	$18,155.50	$ -	SEND TO INTERNET/AUCTION
2017-25	2006 FORD F150	1FTRX14W46NB77623	102	6050	7/6/2017	$5,299.00	$ -	SEND TO INTERNET/AUCTION
2008-20	2008 FORD EDGE	2FMDK46C58BA64934	001	7132	2/15/2008	$24,912.00	$ -	DAMAGE OR WORN OUT
2025-43	ULTRAMETER 11 6PFC	6310901	410	7096	4/7/2025	$1,076.07	$ 1,031.22	LOST/STOLEN
2010-26	POWER PRO AMBULANCE COT	90139533	106	7073	3/29/2010	$9,500.00	$ -	DAMAGE OR WORN OUT
2014-31	HONDA GENERATOR	EASJ-123905	134	7133	6/17/2014	$4,326.04	$ -	NO LONGER NEEDED BY DEPT/WILL BE DONATED
2014-20	WELLS CARGO MCI TRAILER	1WC200J2943050535	134	7131	4/30/2014	$4,500.00	$ -	NO LONGER NEEDED BY DEPT/WILL BE DONATED

DATE APPROVED: 5/12/2026

MANDY J. HINES

BOARD OF COUNTY COMMISSIONERS

By:

DeSoto County

5/12/2026

Item #: 5.

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

DEPARTMENT: Administration
SUBMITTED BY: **James Potter, DeSoto County Sheriff**
PRESENTED BY: **Mandy Hines, Administrator**

TITLE & DESCRIPTION:
Presentation/Valor Awards

SUMMARY:
Presentation of the Valor Award to be presented to Sergeant Niurvis Nunez and Deputy Jose Trujillo for courageous actions shown on January 25, 2025.

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

5/12/2026

Item #: 6.

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

DEPARTMENT: Economic Development
SUBMITTED BY: **SONDRA GUFFEY**
PRESENTED BY: **SONDRA GUFFEY**

TITLE & DESCRIPTION:
Proclamation/Economic Development Week

REQUESTED MOTION:
To declare May 4-8, 2026 Economic Development Week.

SUMMARY:
Economic Development Week recognizes the contribution economic development activities make to the quality of life to the people of DeSoto County.

BACKGROUND:
The DeSoto County Board of County Commissioners issues a proclamation of Economic Development Week as declared by the International Economic Development Council. This year marks the tenth anniversary of Economic Development Week campaigns. The campaign promotes awareness of local programs and their benefit.

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

DESOTO COUNTY, FLORIDA PROCLAMATION

Whereas, economic development activities promote financial well-being and quality of life for the citizens of DeSoto County by creating, retaining, and expanding jobs that facilitate sustainability, enhance wealth, and provide a stable tax base; and

Whereas, economic development stimulates and incubates entrepreneurism in order to help establish the next generation of new businesses, which is the hallmark of the American economy; and

Whereas, economic development professionals serve as stewards, bridging connections between community stakeholders to collaborate in promoting job creation, community investment, infrastructure advancements, and an optimistic future; and

Whereas, DeSoto County is actively working to attract and retain high-quality jobs, develop vibrant neighborhoods, and improve the quality of life here, and

Whereas, businesses, individuals, municipalities, educational institutions, and not-for-profits all play a role in economic development; and

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners, DeSoto County, Florida, hereby proclaims May 4 through May 8, 2026, as:

Economic Development Week

ATTEST:

Mandy Hines	Steve Hickox
County Administrator	Chairman

DeSoto County

5/12/2026

Item #: 7.

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

DEPARTMENT: Tourism Development
SUBMITTED BY: **SONDRA GUFFEY**
PRESENTED BY: **SONDRA GUFFEY**

TITLE & DESCRIPTION:
Proclamation/National Tourism Week

REQUESTED MOTION:
To declare May 3-9, 2026 National Tourism Week

SUMMARY:
This year the U.S. Travel Association chose May 3-9, 2026 to highlight the contributions of tourism to the overall economy.

BACKGROUND:
Tourism is Florida's number one industry and directly generates more than $5 million in overnight stays in DeSoto County. Tourism provides jobs and attracts spending from outside the County, enhancing the overall quality of life here.

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

DESOTO COUNTY, FLORIDA
PROCLAMATION

Whereas, tourism is the number one industry in Florida; and

Whereas, tourism directly generates more than five (5) million dollars annually in overnight stays in DeSoto County; and

Whereas, DeSoto County, Florida is blessed with a rich tapestry of natural beauty, historical significance, and vibrant heritage, attracting visitors from throughout the region, country and overseas;

Whereas, tourism plays a vital role in our local economy, supporting small businesses, creating jobs, and contributing to the overall prosperity of our community; and

Whereas, the hospitality and dedication of our residents, businesses, and tourism professionals are essential to creating memorable experiences for our visitors; and

Whereas, it is fitting to recognize and celebrate the contributions of the tourism industry to the quality of life in DeSoto County; and

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners, DeSoto County, Florida, hereby proclaims May 3 through May 9, 2026, as:

National Tourism Week

ATTEST:

Mandy Hines	Steve Hickox
County Administrator	Chairman

DeSoto County

5/12/2026

Item #: 8.

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

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

TITLE & DESCRIPTION:
Proclamation/May 20, 2026, Emancipation Day

REQUESTED MOTION:
To proclaim May 20, 2026, as Emancipation Day

SUMMARY:
To support the observance of May 20, 2026, as a historic milestone and the importance of freedom for all.

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
PROCLAMATION

WHEREAS, the State of Florida seceded from the United States of America on January 10, 1861, and a month later, joined with South Carolina and Mississippi to form the Confederate States of America; and

WHEREAS, on September 22, 1862, U.S. President Abraham Lincoln issued "The Emancipation Proclamation" that proclaimed "That on the first day of January, in the year of one thousand eight hundred and sixty-three, all persons held as slaves within any State or designated part of a State, the people whereof shall be in rebellion against the United States, shall be then, thenceforward, and forever free;" and

WHEREAS, when General Robert E. Lee surrendered to General Ulysses S. Grant at Appomattox Court House in Virginia on April 9, 1865, the Confederate States of America was defeated; however, each state's Confederate government had to surrender before the proclamation could take effect; and

WHEREAS, on May 10th, U.S. Brigadier General Edward M. McCook accepted from C.S.A. forces the possession of Tallahassee, Florida's state capital; and

WHEREAS, after General McCook announced on May 20th that the Emancipation Proclamation was in effect, and on that same day received by train delivery from Jacksonville, Special Order Number 63 from Major General Quincy A. Gillmore announcing that "the people of the black race are free citizens of the United States;" and

WHEREAS, May 20th has been recognized and celebrated annually as Emancipation Day or Freedom Day in cities and communities throughout Florida, including Arcadia and DeSoto County, and that the HCW Foundation supports the observance of this historic milestone and the importance of freedom for all.

NOW, THEREFORE, BE IT PROCLAIMED that the Board of County Commissioners of DeSoto County, recognize May 20th, 2026 as:

"Emancipation Day"

PASSED AND DULY ADOPTED this 12th day of May, 2026

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

_____
Mandy Hines

_____
Steve Hickox

DeSoto County

5/12/2026

Item #: 9.

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

DEPARTMENT: Administration
SUBMITTED BY: **Dennis Johnson**
PRESENTED BY: **Dennis Johnson**

TITLE & DESCRIPTION:
Agreement/Spring Lake, Flood Risk Reduction

REQUESTED MOTION:
To approve the Agreement between the Florida Division of Emergency Management (FDEM) and DeSoto County to conduct Phase I (Engineering and Design) of the Spring Lake drainage ditch.

SUMMARY:
The Florida Division of Emergency Management (FDEM) Mitigation Bureau, Hazard Mitigation Grant Program, has awarded DeSoto County funding from the Federal Emergency Management Agency (FEMA) for the Engineering and Design of the Spring Lake drainage ditch.

BACKGROUND:
DeSoto County has undertaken multiple studies over the years to address recurring flooding impacts within the Deep Creek Gully watershed and along the associated drainage ditch corridor. Previous evaluations completed in 2001, 2009, and 2010 for the Southwest Florida Water Management District analyzed watershed conditions and floodplain concerns. Building on those efforts, updated survey data and stormwater modeling were completed to focus specifically on the drainage ditch from CR 769 to Deep Creek and the impacts to nearby residents. The detailed analysis identified several bridges, culvert crossings, ditch crossings, and areas where sediment, vegetation, and man-made obstructions are restricting water flow. Due to environmental constraints, wetlands, and permitting requirements, no single solution exists to fully eliminate flooding; however, targeted improvements are expected to reduce flood elevations and shorten the duration of flood events in the affected community.

FUNDS:

Budget Amount: **N/A**
Actual Agenda Item Cost: **$227,579.00**
Account Number: **N/A**
Explanation: **Federal Share $170,684.25 Local Share/HMGMP $56,894.75**

AUTHORIZING AGENT APPROVAL

For those entities applying for the Hazard Mitigation Grant Program (HMGP), assurance is needed to ensure that non-federal funds are, or will be, secured for the proposed action by the project start date. An Authorizing Agent's signature is needed to provide this. An Authorizing Agent is the chief elected official of a local government who has signature authority, such as a Chairperson of the Board of County Commissioners for a County, the Mayor of a municipality, or an elected Board Member for a private non-profit. Any entity may delegate this authority to a subordinate official by resolution of the governing body. If this is the case, Proof of Authorization must be provided as a separate attachment in Section VI of the relevant HMGP application in DEMES. This form must be fully completed, signed, and submitted into DEMES for an application to be received by FDEM. Applicants will be prompted for this form in the final step of the DEMES HMGP application. Ensure that the information provided here matches the relevant DEMES application. For questions, please email DEM_HazardMitigationGrantProgram@em.myflorida.com.

PROJECT INFORMATION

APPLICANT (ENTITY):	DeSoto County
COUNTY:	DeSoto
FEMA DISASTER:	4734 Idalia
PROJECT TITLE:	Spring Lake Stormwater
TOTAL PROJECT COST:	$4,769,109.88
FEDERAL SHARE:	$3,576,832.41
NON-FEDERAL SHARE:	$1,192,277.47

AUTHORIZING AGENT

FIRSTNAME:	Steve
LAST NAME:	Hickox
TITLE:	Chairman
ADDRESS:	201 E Oak St
CITY:	Arcadia
STATE:	Florida
ZIP CODE:	34266
PHONE:	863-993-4800
EMAIL:	s.hickox@desotobocc.com

The undersigned assures fulfillment of all requirements of the Hazard Mitigation Grant Program, as contained in the program guidelines, and affirms that all information contained in this application is true and correct to the best of my knowledge. The governing body of the applicant duly authorized the document, and hereby applies for the assistance documented in this application.

AUTHORIZING AGENT SIGNATURE

4/23/26
DATE

☒ Proof of Authorization – Delegation of Authority attached in Section VI

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	DeSoto County
PROJECT #:	4734-113-R
PROJECT TITLE:	DeSoto County, Spring Lake, Flood Risk Reduction
HMGP CONTRACT #:	H1345
SM CONTRACT #: (if applicable)	N/A
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Dennis Johnson Grants Coordinator 201 East Oak Street, Suite 201 Arcadia, Florida 34266

Enclosed is your copy of the proposed contract(s)/modification(s) between **DeSoto County** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

SUB-RECIPIENT AGREEMENT CHECKLIST

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at 770-668-8231 or email me at **samara.burke@yagroup.com.**

Agreement Number: **H1345**

Project Number: **4734-113-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1 , "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	DeSoto County
Sub-Recipient's unique entity identifier (UEI/FEIN):	GH9DBEQV5KK3 / 596000579
Federal Award Identification Number (FAIN):	FEMA-DR-4734-FL
Federal Award Date:	March 09, 2026
Subaward Period of Performance Start and End Date:	May 03, 2024 – September 30, 2027
Amount of Federal Funds Obligated by this Agreement:	$167,190.30
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$175,318.05
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$175,318.05
Federal award project description (see FFATA):	Flood Risk Reduction
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Samara.Burke@yagroup.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and DeSoto County, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Samara Burke
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 770-668-8231
Email: Samara.Burke@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Dennis Johnson
   Grants Coordinator
   201 East Oak Street, Suite 201
   Arcadia, Florida 34266
   Telephone: 863-993-4800
   Email: D.johnson@desotobocc.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on **May 03, 2024** and shall end on **September 30, 2027**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$167,190.30**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated

at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will

not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: DESOTO COUNTY

By: _____

Name and Title: Steve Hickox, Chairman

Date: 12-MAY-2026

FEID#: 59-6000579

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$167,190.30**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Localized Minor Drainage Improvement
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is flood risk reduction to the Deep Creek Gully Watershed drainage ditch in Arcadia, DeSoto County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4734-113-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, DeSoto County, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes flood risk reduction improvements to the Deep Creek Gully Watershed drainage ditch that spans from the western edge of Deep Creek to County Road 769 located in Arcadia, Florida 34269.

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by improving the collection capacity and conveyance of the Deep Creek Gully Watershed drainage ditch through widening and upgrading multiple existing culverts that direct floodwater westward through the Spring Lake Area, beyond County Road 769. The improvements include widening the drainage ditch toe of slope at appropriate locations to meet a minimum width of 6 feet (ft) and maintain a 4:1 side slope. Additional improvements along the drainage ditch include upgrading the existing two (2) 4 ft diameter high-density polyethylene (HDPE) pipes under Cedar Avenue with two (2) 6 ft x 4 ft x 32 ft box culverts, upgrading the existing 7 ft diameter corrugated metal pipe (CMP) under Branson Avenue with two (2) 5 ft x 7 ft x 40 ft box culverts, and upgrading the existing four (4) 3 ft diameter CMP's at Deep Creek Preserve with two (2) 4 ft x 10 ft x 20 ft box culverts. Currently, the existing drainage ditch overflows and floods the Spring Lake area during heavy rains. Project shall address the lack of collection capacity and conveyance of stormwater in the Spring Lake area that has caused residential properties to experience repetitive flooding during storm events.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Location:

ID#	Location	Coordinates	
1)	Arcadia, Florida 34269	NE:	(27.060788, -82.008468)
		NW:	(27.060909, -82.014115)
		E:	(27.058692, -82.005797)
		W:	(27.052573, -82.030435)
		SE:	(27.049692, -82.017704)
		SW:	(27.046691, -82.033640)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

   All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   Phase I consists of fees; for conducting survey, flood risk reduction study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the flood risk reduction. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

   All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all scope of work changes, if any.

   a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.

   b) Construction Plans / bid documents.

   c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

   d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

e) Color maps including topographical, aerial, and ground disturbance.

f) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.

g) Color photographs of the project area and areas of ground disturbance.

h) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

i) Copy of the United States Army Corps of Engineers (USACE) or FDEP Section 404 permit or No Permit Required notification from the appropriate permitting agency.

j) Copy of the floodplain permit or notification of No Permit Required from the local floodplain administrator.

k) A letter from the professional of record stating if the project will have any upstream or downstream impacts.

l) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included

under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II review and approval, to implement measures for flood risk reduction to the Deep Creek Gully Watershed drainage ditch that spans from the western edge of Deep Creek to County Road 769 in Arcadia, Florida 34269.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
    a) Consultation with the United States Army Corps of Engineers (USACE) or the Florida Department of Environmental Protection (FDEP) is required. A Section 404 permit or No Permit Required notification from the permitting agency shall be submitted.
    b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
    c) Copy of the local floodplain permit or No Permit Required notification from the local floodplain administrator.
4) National Historical Preservation Act compliance documents shall be obtained. Review documentation required:

a) Color maps including topographical and aerial with the project location clearly marked.

b) Color photographs of any area with ground disturbance (electronic).

c) Indicate if project site is located within a designated historic district or historic neighborhood.

d) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas. The total impacted area should also be indicated on the map.

e) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.

f) Previous and current use of proposed project area.

g) Any known site work or historic uses for the proposed location.

h) Any available studies that may have taken place on the property.

5) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

6) No construction work may begin until Phase II is approved by the Division and FEMA.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.

8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.

9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

10) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

11) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

12) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

    d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

    e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

    f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4734-113-R.** It is funded under HMGP, FEMA-4734-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4734.

FEMA awarded this project on March 9, 2026; and the Period of Performance for this project shall end on **September 30, 2027**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State Contracting:	6	Months
Bidding / Local Procurement:	2	Months
Design Specifications:	6	Months
Permitting / Survey:	2	Months
Deliverables Submitted to FDEM:	2	Months
Total Period of Performance:	**18**	**Months**

BUDGET

Line Item Budget*

Phase I	**Project Cost**	**Federal Cost**	**Non-Federal Cost**
Materials:	$0.00	$0.00	$0.00
Labor:	$0.00	$0.00	$0.00
Fees:	$216,742.00	$162,556.50	$54,185.50
Initial Agreement Amount:	**$216,742.00**	**$162,556.50**	**$54,185.50**
***Contingency Funds:	$10,837.00	$8,127.75	$2,709.25
Project Total:	**$227,579.00**	**$170,684.25**	**$56,894.75**
****SRMC**			
SRMC:	$2,351.40	$2,351.40	
SRMC-Pre-Award:	$2,282.40	$2,282.40	
SRMC Total:	**$4,633.80**	**$4,633.80**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $10,837.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM) and FEMA. The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

****** *Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $4,633.80 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of $2,282.40, with a start date of **May 3, 2024**.*

Funding Summary Totals

Federal Share:	$170,684.25	(75.00%)
Non-Federal Share:	$56,894.75	(25.00%)
Total Project Cost:	**$227,579.00**	**(100.00%)**
SRMC (100% Federal)	$4,633.80	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
a. a public facility that is open on all sides and functionally related to a designed open space;
b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (**l**)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present

c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: DeSoto County

REMIT ADDRESS: 201 East Oak Street, Suite 205

CITY: Arcadia STATE: Florida ZIP CODE: 34266

PROJECT TYPE: Flood Risk Reduction PROJECT #: 4734-113-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1345

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: DeSoto County PAYMENT #:

PROJECT TYPE: Flood Risk Reduction PROJECT #: 4734-113-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1345

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents			***% completion of the project.***	***TOTAL***	

[2] *Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
[3] *Date of delivery of articles, completion of work or performance services. (per document)*
[4] *List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: DESOTO COUNTY

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED** Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example **ADMINISTRATIVE COSTS** **(Include Secondary Administration.)**	
For example **PROGRAM EXPENSES**	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: DeSoto County **PROJECT #:** 4734-113-R

PROJECT TYPE: Flood Risk Reduction **CONTRACT #:** H1345

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $ _____

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

_____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

DeSoto County
Sub-Recipient's Name

H1345
DEM Contract Number

4734-113-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4734-113-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 167,190.30

OBLIGATION/ACTION DATE: March 09, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: GH9DBEQV5KK3

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes flood risk reduction improvements to the Deep Creek Gully Watershed drainage ditch that spans from the western edge of Deep Creek to County Road 769 located in Arcadia, Florida 34269.

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by improving the collection capacity and conveyance of the Deep Creek Gully Watershed drainage ditch through widening and upgrading multiple existing culverts that direct floodwater westward through the Spring Lake Area, beyond County Road 769. The improvements include widening the drainage ditch toe of slope at appropriate locations to meet a minimum width of 6 feet (ft) and maintain a 4:1 side slope. Additional improvements along the drainage ditch include upgrading the existing two (2) 4 ft diameter high-density polyethylene (HDPE) pipes under Cedar Avenue with two (2) 6 ft x 4 ft x 32 ft box culverts, upgrading the existing 7 ft diameter corrugated metal pipe (CMP) under Branson Avenue with two (2) 5 ft x 7 ft x 40 ft box culverts, and upgrading the existing four (4) 3 ft diameter CMP's at Deep Creek Preserve with two (2) 4 ft x 10 ft x 20 ft box culverts. Currently, the existing drainage ditch overflows and floods the Spring Lake area during heavy rains. Project shall address the lack of collection capacity and conveyance of stormwater in the Spring Lake area that has caused residential properties to experience repetitive flooding during storm events.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Location:

ID#	Location	Coordinates	
1)	Arcadia, Florida 34269	NE:	(27.060788, -82.008468)
		NW:	(27.060909, -82.014115)
		E:	(27.058692, -82.005797)

		W:	(27.052573, -82.030435)
		SE:	(27.049692, -82.017704)
		SW:	(27.046691, -82.033640)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Steve Hickox, Chairman

DATE: 12-May-2026

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Sub-Recipient/subcontractor's Authorized Official

Steve Hickox, Chairman

_____

Name and Title of Sub-Recipient/subcontractor's Authorized Official

12-May-2026

_____

Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- 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 included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	Steve Hickox
Signature:	
Title:	Chairman
Date:	12-May-2026

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

DeSoto County

5/12/2026

Item #: 10.

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

DEPARTMENT: Administration
SUBMITTED BY: **Dennis Johnson**
PRESENTED BY: **Dennis Johnson**

TITLE & DESCRIPTION:
Contract / Construction - NW Second Bunker Avenue Bridge Replacement Project (Bridge No. 044047)

REQUESTED MOTION:
To approve the construction contract with Zep Construction, Inc. for the NW Second Bunker Avenue Bridge Replacement Project (Bridge No. 044047) in the amount of $1,033,297.70.

SUMMARY:
This agenda item is to approve the construction contract with Zep Construction, Inc., the lowest responsive and responsible bidder, for the NW Second Bunker Avenue Bridge Replacement Project. The project includes demolition of the existing timber bridge and construction of a new three-span concrete bridge with associated roadway and drainage improvements. The project is funded through FEMA as part of Hurricane Ian recovery efforts.

BACKGROUND:
DeSoto County identified the need to replace the bridge on NW Second Bunker Avenue due to structural deficiencies caused by Hurricane Ian. The project scope includes the removal of the existing wooden bridge (Bridge No. 044033) and construction of a new concrete bridge with precast piles, cast-in-place components, traffic railings, roadway tie-ins and riprap stabilization. The project was formally advertised, and bids were received from qualified contractors. Zep Construction, Inc., a Florida corporation with extensive experience in bridge construction, submitted the lowest responsive and responsible bid. The project will be completed within approximately 240 calendar days from the Notice to Proceed and supports the County's ongoing efforts to improve infrastructure resiliency and public safety.

FUNDS:
Budget Amount: **$1,626,607.00**
Actual Agenda Item Cost: **$1,033,297.70**
Account Number: **176-71365256300000**
Explanation: **Hurricane Ian Project 714584**

BID TABULATION

NW 2ND BUNKER AVENUE BRIDGE REPLACEMENT PROJECT (BR. #044047)

Bid No. 26-10-00ITB

				Cone & Graham, Inc.		Thomas Marine Construction, Inc.		Zep Construction, Inc.	
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
101-1	MOBILIZATION	LS	1	$217,229.88	$217,229.88	$105,000.00	$105,000.00	$140,885.00	$140,885.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	$101,550.00	$101,550.00	$7,500.00	$7,500.00	$2,535.00	$2,535.00
104-10-3	SEDIMENT BARRIER	LF	434	$3.00	$1,302.00	$3.25	$1,410.50	$4.00	$1,736.00
104-11	FLOATING TURBIDITY BARRIER	LF	100	$25.00	$2,500.00	$23.00	$2,300.00	$9.00	$900.00
107-1	LITTER REMOVAL AND DISPOSAL	AC	2.43	$500.00	$1,215.00	$250.00	$607.50	$82.53	$200.55
107-2	MOWING	AC	2.43	$1,250.00	$3,037.50	$250.00	$607.50	$272.00	$660.96
108-1	MONITOR EXISTING STRUCTURES – INSPECTION AND SETTLEMENT MONITORING	LS	1	$250.00	$250.00	$500.00	$500.00	$2,350.00	$2,350.00
108-2	MONITOR EXISTING STRUCTURES – VIBRATION MONITORING	LS	1	$4,500.00	$4,500.00	$500.00	$500.00	$9,360.00	$9,360.00
110-1-1	CLEARING AND GRUBBING	LS	1	$114,127.00	$114,127.00	$18,000.00	$18,000.00	$14,480.00	$14,480.00
120-1	REGULAR EXCAVATION	CY	97	$35.00	$3,395.00	$80.00	$7,760.00	$38.52	$3,736.44
120-6	EMBANKMENT	CY	179	$45.00	$8,055.00	$112.00	$20,048.00	$84.00	$15,036.00
160-4	TYPE B STABILIZATION	SY	502	$30.00	$15,060.00	$40.00	$20,080.00	$30.44	$15,280.88
285-709	OPTIONAL BASE, BASE GROUP 09	SY	428	$60.14	$25,739.92	$60.00	$25,680.00	$52.13	$22,311.64
334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	TN	54	$450.00	$24,300.00	$335.00	$18,090.00	$481.00	$25,974.00
339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	9.6	$650.00	$6,240.00	$105.00	$1,008.00	$1,787.50	$17,160.00
536-1-0	GUARDRAIL – ROADWAY, GENERAL/LOW SPEED TL-2	LF	254	$32.00	$8,128.00	$32.50	$8,255.00	$24.16	$6,136.64
536-8-111	GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER, F&I INDEX 536-001, APPROACH TL-2	EA	4	$3,400.00	$13,600.00	$4,000.00	$16,000.00	$3,382.00	$13,528.00
536-73	GUARDRAIL REMOVAL	LF	176	$3.00	$528.00	$10.00	$1,760.00	$3.63	$638.88
536-85-24	GUARDRAIL END TREATMENT – PARALLEL APPROACH TERMINAL	EA	4	$4,200.00	$16,800.00	$3,500.00	$14,000.00	$3,624.00	$14,496.00
570-1-2	PERFORMANCE TURF, SOD	SY	805	$7.00	$5,635.00	$6.00	$4,830.00	$6.59	$5,304.95
110-3	REMOVAL OF EXISTING STRUCTURES/BRIDGES	LS	1	$95,000.00	$95,000.00	$45,500.00	$45,500.00	$17,564.00	$17,564.00
455-34-3	PRESTRESSED CONCRETE PILING, 18" SQ.	LF	1,100	$310.00	$341,000.00	$145.00	$159,500.00	$171.42	$188,562.00
455-20-1	PILE INSPECTION	EA	16	$523.23	$8,371.68	$425.00	$6,800.00	$430.25	$6,884.00
455-115	PILE REDRIVE	EA	4	$3,865.59	$15,462.36	$200.00	$800.00	$2,606.00	$10,424.00
455-137	LOAD TEST, DYNAMIC, DATA COLLECT/ANALYSIS	EA	16	$253.00	$4,048.00	$650.00	$10,400.00	$1,352.00	$21,632.00
455-137-2	LOAD TEST, DYNAMIC, VERIFICATION TEST	EA	4	$948.75	$3,795.00	$200.00	$800.00	$3,914.00	$15,656.00
459-71	POLYETHYLENE SHEETING FOR CONCRETE PILES	SY	120	$2.00	$240.00	$4.00	$480.00	$10.42	$1,250.40
400-4-5	CONCRETE CLASS IV, BRIDGE SUBSTRUCTURE	CY	40	$3,500.00	$140,000.00	$2,700.00	$108,000.00	$1,720.00	$68,800.00
415-1-5	REINFORCING STEEL - SUBSTRUCTURE	LB	6,470	$2.15	$13,910.50	$2.00	$12,940.00	$1.00	$6,470.00
400-2-10	CONCRETE CLASS II, APPROACH SLABS	CY	41.4	$1,500.00	$62,100.00	$1,285.00	$53,199.00	$704.00	$29,145.60
415-1-9	REINFORCING STEEL – APPROACH SLABS	LB	7,984	$2.02	$16,127.68	$2.00	$15,968.00	$1.34	$10,698.56
400-2-4	CONCRETE CLASS II, BRIDGE SUPERSTRUCTURE	CY	150.8	$3,900.00	$588,120.00	$810.00	$122,148.00	$1,117.00	$168,443.60
400-7-1	BRIDGE DECK GROOVING	SY	272	$25.00	$6,800.00	$20.00	$5,440.00	$18.00	$4,896.00
400-9-1	BRIDGE DECK PLANING	SY	272	$35.00	$9,520.00	$20.00	$5,440.00	$18.00	$4,896.00
400-148	PLAIN NEOPRENE BEARING PADS	CF	1.1	$9,000.00	$9,900.00	$1,150.00	$1,265.00	$2,761.00	$3,037.10
415-1-4	REINFORCING STEEL - SUPERSTRUCTURE	LB	36,690	$2.15	$78,883.50	$1.50	$55,035.00	$1.22	$44,761.80
458-1-11	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION F&I, POURED JOINT WITH BACKER ROD	LF	51	$105.00	$5,355.00	$116.00	$5,916.00	$45.00	$2,295.00
521-5-13	CONCRETE TRAFFIC RAIL, BRIDGE, 36" SINGLE SLOPE	LF	284	$250.00	$71,000.00	$238.00	$67,592.00	$142.00	$40,328.00
530-1-100	RIPRAP, SAND CEMENT	CY	21.2		$44,520.00	$300.00	$6,360.00	$1,056.00	$22,387.20
530-3-3	RIPRAP RUBBLE, BANK AND SHORE	TN	283.2	$190.00	$53,808.00	$305.00	$86,376.00	$130.00	$36,816.00
530-74	BEDDING STONE	TN	100.9	$308.99	$31,177.09	$300.00	$30,270.00	$155.00	$15,639.50
	GRAND TOTAL				**$2,172,331.11**		**$1,074,165.50**		**$1,033,297.70**

Denotes missing unit cost on bid form.

Denotes lowest responsive responsible bidder.

CONSTRUCTION AGREEMENT

THIS AGREEMENT is entered effective as of the date signed by the last party below (the “Effective Date”) by and between DESOTO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 201 E. Oak Street, Second Floor, Arcadia, Florida 34266 (the "County"), hereby contracts with **ZEP CONSTRUCTION, INCORPORATED** (the "Contractor") of 7802 Jean Boulevard, Ft. Myers, FL 33967, a contractor licensed to perform all work in the State of Florida in connection with the County's Project for the **NW Second Bunker Avenue Bridge (#044047) Replacement, Project No. 26-10-00ITB** (the "Project"), as said work is set forth in the Plans and Specifications prepared by **KCI TECHNOLOGIES, INCORPORATED**, the Engineer and/or Architect of Record (the "Design Professional") and other Contract Documents hereafter specified (the "Work").

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

1.1. The Contract Documents consist of this Agreement, the Exhibits described in Section 36 hereof, the Legal Advertisement, ITB No. 26-10-00 Intent and General Information, the Instructions to Bidders, the Contractor’s Bid proposal and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

1.2. The Design Professional is the initial interpreter of the Contract Documents but is not the judge between the County and the Contractor. The County reserves the right to make final decisions considering the Design Professional’s recommendations or interpretations of the Contract Documents. The Design Professional does not have authority to obligate or commit the County to fund additional expenditures or approve extensions of time over the approved Contract Time or Amount. However, the Design Professional’s interpretation as to the intent of his design shall be final and not subject to interpretation by the County’s staff.

1.3. Any Work that may be reasonably inferred from the specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: (1) Change Orders; (2) the Agreement, including amendments and Exhibits; (3) Field Orders; (4) the solicitation

documents, including any addenda. The Contract Documents listed above represent the entire and integrated Agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

1.4. Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

1.5. The County shall furnish to the Contractor up to three (3) sets of the Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

1.6. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.

1.7. Construction services provided by Contractor for the Project shall be under the general direction of **Dennis Johnson,** or their successor, who shall act as the County's representative during the term of this Agreement. If the County's representative is not a County employee, then County's representative is not authorized to issue changes to the Contract Amount, Contract Time, or Scope of Work without express approval by the Department Director, County Administrator, or Board of County Commissioners.

1.8. The County's representative, within the authority conferred by the Board of County Commissioners, shall initiate written Change Orders, and notification to the Contractor of any and all changes approved by the County in the Contractor's: (1) compensation; (2) time and/or schedule of service delivery; (3) and any amendment (s) or other change(s) relative to the Work pursuant to this Contract or Change Orders pertaining thereto. Following County approval, the County's representative shall coordinate issuance of any such documents. The County's representative shall be responsible for acting on the County's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Contract or any amendments, or Change Orders issued hereunder.

1.9. Neither the Contractor nor any Subcontractor, Supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the County shall have or acquire any title to or ownership rights to any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the County or their Design Professional and the specific written verification or adaptation by the Design Professional.

Section 2. Scope of Work.

2.1. The Project consists of the removal of the existing bridge and construction of a new bridge (Bridge No. 044047) over Bunker Ditch, including all associated roadway,

drainage, traffic control, and related improvements as set forth in the Scope of Work and Plans and Specifications prepared by the Design Professional. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, transportation, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement to complete the Project.

2.2. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricator or processors except as otherwise provided in the Contract Documents.

Section 3. Contract Amount.

3.1. In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: **$1,033,297.70** or in WORDS: **ONE MILLION THIRTY-THREE THOUSAND TWO HUNDRED NINETY-SEVEN DOLLARS AND 70/100.** The cost proposal is on the following page.

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REVISED BID FORM

(Issued with Addendum No. 1)

NW 2ND BUNKER AVE BRIDGE REPLACEMENT OVER BUNKER DITCH (BR. #044047)

Bid No. 26-10-00ITB

ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL COST
101-1	MOBILIZATION	LS	1	$140,885-	$140,885-
102-1	MAINTENANCE OF TRAFFIC	LS	1	$2,535-	$2,535-
104-10-3	SEDIMENT BARRIER	LF	434	$4-	$1,736-
104-11	FLOATING TURBIDITY BARRIER	LF	100	$9-	$900-
107-1	LITTER REMOVAL AND DISPOSAL	AC	2.43	$82.53	$200.55
107-2	MOWING	AC	2.43	$272-	$660.96
108-1	MONITOR EXISTING STRUCTURES – INSPECTION AND SETTLEMENT MONITORING	LS	1	$2,350-	$2,350-
108-2	MONITOR EXISTING STRUCTURES – VIBRATION MONITORING	LS	1	$9,360-	$9,360-
110-1-1	CLEARING AND GRUBBING	LS	1	$14,480-	$14,480-
120-1	REGULAR EXCAVATION	CY	97	$38.52	$3,736 44
120-6	EMBANKMENT	CY	179	$84-	$15,036-
160-4	TYPE B STABILIZATION	SY	502	$30.44	$15,280 88
285-709	OPTIONAL BASE, BASE GROUP 09	SY	428	$52.13	$22,311 64
334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	TN	54.0	$481-	$25,974-
339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	9.6	$1,787 50	$17,160-
536-1-0	GUARDRAIL – ROADWAY, GENERAL/LOW SPEED TL-2	LF	254	$24 16	$6,136 64
536-8-111	GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER, F&I INDEX 536-001, APPROACH TL-2	EA	4	$3,382-	$13,528-
536-73	GUARDRAIL REMOVAL	LF	176	$3 63	$638 88
536-85-24	GUARDRAIL END TREATMENT – PARALLEL APPROACH TERMINAL	EA	4	$3,624-	$14,496-
570-1-2	PERFORMANCE TURF, SOD	SY	805	$6 59	$5,304 95
110-3	REMOVAL OF EXISTING STRUCTURES/BRIDGES	LS	1	$17,564-	$17,564-
455-34-3	PRESTRESSED CONCRETE PILING, 18" SQ.	LF	1,100	$171 42	$188,562-
455-20-1	PILE INSPECTION	EA	16	$430 25	$6,884-
455-115	PILE REDRIVE	EA	4	$2,606-	$10,424-
455-137	LOAD TEST, DYNAMIC, DATA COLLECT/ANALYSIS	EA	16	$1,352-	$21,632-

455-137-2	LOAD TEST, DYNAMIC, VERIFICATION TEST	EA	4	$ 3,914-	$ 15,656-
459-71	POLYETHYLENE SHEETING FOR CONCRETE PILES	SY	120	$ 10 42	$ 1,250 40
400-4-5	CONCRETE CLASS IV, BRIDGE SUBSTRUCTURE	CY	40.0	$ 1720-	$ 68,800-
415-1-5	REINFORCING STEEL - SUBSTRUCTURE	LB	6,470	$ 1 00	$ 6,470-
400-2-10	CONCRETE CLASS II, APPROACH SLABS	CY	41.4	$ 704-	$ 29,145 60
415-1-9	REINFORCING STEEL – APPROACH SLABS	LB	7,984	$ 1.34	$ 10,698 56
400-2-4	CONCRETE CLASS II, BRIDGE SUPERSTRUCTURE	CY	150.8	$ 1,117-	$ 168,443 60
400-7-1	BRIDGE DECK GROOVING	SY	272	$ 18-	$ 4,896-
400-9-1	BRIDGE DECK PLANING	SY	272	$ 18-	$ 4,896-
400-148	PLAIN NEOPRENE BEARING PADS	CF	1.1	$ 2,761-	$ 3,037 10
415-1-4	REINFORCING STEEL - SUPERSTRUCTURE	LB	36,690	$ 1.22	$ 44,761 80
458-1-11	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION F&I, POURED JOINT WITH BACKER ROD	LF	51	$ 45-	$ 2,295-
521-5-13	CONCRETE TRAFFIC RAIL, BRIDGE, 36" SINGLE SLOPE	LF	284	$ 142-	$ 40,328-
530-1-100	RIPRAP, SAND CEMENT	CY	21.2	$ 1,056-	$ 22,387 20
530-3-3	RIPRAP RUBBLE, BANK AND SHORE	TN	283.2	$ 130-	$ 36,816-
530-74	BEDDING STONE	TN	100.9	$ 155-	$ 15,639 50
				GRAND TOTAL	$ 1,033,297 70

Write Out Grand Total Amount:

one million thirty three thousand, two hundred ninety seven dollars and seventy cents

Company Name: Zep Construction, Inc.

Address: 7802 Jean Blvd., Ft. Myers, FL 33967

Phone: 239-267-8778

Email: zepcon@zepconstruction.com

Date: 3/25/26

WRITTEN BID AMOUNT: one million, thirty three thousand, two hundred ninety seven dollars and seventy cents

(Company Name) Zep Construction, Inc.

(Mailing Address) 7802 Jean Blvd., Ft. Myers, FL 33967

(Street Address) (Same as Mailing address)

(CITY/STATE/ZIP) Ft. Myers, FL 33967

BY Joline Zepcevski TITLE President
(Please print)

(Signature – Bids Must Be Signed by a person authorized to bind the Company)

TELEPHONE 239-267-8778 DATE 3/25/26

FAX #: 239-267-7907

EMAIL ADDRESS: zepcon@zepconstruction.com

☒ A site visit was performed.

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3.2. If the Contract Amount includes an Allowance, the Contractor shall cause the Work covered by the Allowance to be done for such sums within the limits of the Allowance as the County may approve. The Contractor agrees that the Contract Amount includes such sums as they deem proper for costs and any profit on account of any Allowances. No demands for an additional sum for overhead or profit will be allowed.

3.3. Any agreed upon changes to the Contract Amount must be accomplished by an approved, written Change Order in the form attached to this Agreement.

3.4. The County may subsequently identify items eligible for direct purchase for sales tax savings. The County shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any supplies, materials or equipment included in the Contractor's bid for the Contract. The County reserves the right to require Contractor to assign to the County agreements with suppliers for such goods. Contractor shall, from time to time submit, update and keep current, for consideration by the County, a list of all materials, supplies and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the materials, supplies and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish material, supplies and equipment with an aggregate purchase value of less than $10,000 need not be listed. Goods not required for the performance of the Contract shall not be purchased under this Agreement. The County reserves the right to delete or add items from this Agreement when it is in the County's best interest. Upon approval by the County, the Contractor will provide a worksheet by electronic means which will include a proposal from the vendor detailing the description of the item to be purchased, total price and sales tax to be deducted. The County will then issue a purchase order directly to the vendor for the cost of the item less the sales tax. Upon completion of all direct purchases the Contractor will prepare a deductive Change Order reducing the Contract Amount by the total amount of the purchases, inclusive of all sales tax, shipping, handling, insurance, and other similar charges paid by Owner. Administrative costs incurred by the Contractor with this Agreement, including administering the purchases in the name of the County, shall be considered to be included in the base bid proposal for work. No addition shall be added to the Contract Amount because of the service provided by the Contractor in the purchase of property, materials, et cetera, in the name of the County.

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

3.6. RESERVED

Section 4. Bonds.

4.1. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in the Exhibits to the Agreement, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. If the Contract is increased by a Change Order, it shall be the Contractor's responsibility to ensure that the Performance and Payment Bonds are amended accordingly, and a copy of the amendment forwarded to the County. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

4.2. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Section 5. Contract Time and Liquidated Damages

5.1. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" is established in the Notice to Proceed to be issued by the County. Written Notice to Proceed is contingent upon and will be done subsequent to the Contractor fully satisfying the County's stated insurance and Bond submittal requirements. The Contractor shall commence the Work within ten (10) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within **210 calendar days** from the Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Design Professional when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within **240 calendar days** from the Commencement Date (herein "Contract Time").

5.2. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, **$1,742.00** for each calendar day thereafter until substantial completion

is achieved. The Project shall be deemed to be substantially completed on the date the Design Professional issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

5.3. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. All days shall mean calendar day and not business day.

Section 6. Intent of Contract Documents

6.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

6.2. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to Design Professional in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Design Professional. If required, a Field Order or Change Order will be issued pursuant to Section 15 of this Agreement. If the Contractor performs any Construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Design Professional and County, the Contractor shall assume responsibility for such performance and shall share in costs associated with any corrections. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

6.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into

divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Design Professional. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

Section 7. Investigation and Utilities

7.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water, sewer, and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

7.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities (surface and subsurface) being referred to in this Sub-Section 7.2. as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work. Relocation or shutdown of County facilities must be requested by the Contractor in writing a minimum of ten (10) calendar days prior to the proposed Work. The County shall have the final decision with respect to whether the relocation or shutdown is required and when the relocation or shutdown of facilities may take place. The Work may need to be performed at night or on weekends to minimize the interruption of service or to meet the operational needs of the County's facilities.

Section 8. Schedule

8.1. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County and Design Professional, for their review

and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

8.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's and Design Professional's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The County's and the Design Professional's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 9. Progress Payments

9.1. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the Design Professional, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Design Professional, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the Design Professional along with a completed and notarized copy of the Application for Payment form. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Schedule of Values.

9.2. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the Design Professional a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

9.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction.

9.4. Contractor shall submit two (2) copies of its monthly Application for Payment to the Design Professional on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be

considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Design Professional shall either:

9.4.1. indicate his approval of the requested payment;

9.4.2. indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or

9.4.3. return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment and the action necessary to make the payment request proper.

In the event of a total denial and return of the Application for Payment by the Design Professional, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that portion of the Application for Payment approved by the Design Professional.

9.5. The County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the Design Professional for payment, whichever is less. Such sums shall be accumulated and released to Contractor with final payment.

9.6. Monthly payments to Contractor shall in no way imply or constitute approval or acceptance of Contractor's work.

9.7. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

9.8. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for the County's and the Design Professional's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by the County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 10. Payments Withheld

10.1. The Design Professional or the County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Design Professional or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

10.1.1. Defective Work not remedied;

10.1.2. Third party claims filed or reasonable evidence indicating probable filing of such claims;

10.1.3. Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;

10.1.4. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

10.1.5. Reasonable indication that the Work will not be completed within the Contract Time;

10.1.6. Unsatisfactory prosecution of the Work by the Contractor;

10.1.7. Failure to provide accurate and current "As-Builts"; or

10.1.8. Any other material breach of the Contract Documents.

10.2. If these conditions in Subsection 10.A are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other agreement between Contractor and the County.

Section 11. Final Payment

11.1. The County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the County and the Design Professional in accordance with Section 26.A. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the County with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the County.

11.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or the County at the time of final inspection.

Section 12. Submittals and Substitutions

12.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

12.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Contractor and all such requests must be submitted by Contractor to Design Professional within thirty (30) calendar days after Notice of Award is received by Contractor.

12.3. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Design Professional for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for

redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Design Professional in evaluating the proposed substitute. The Design Professional may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

12.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Design Professional, if Contractor submits sufficient information to allow the Design Professional to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Design Professional shall be the same as those provided herein for substitute materials and equipment.

12.5. The Design Professional shall be allowed a reasonable time within which to evaluate each proposed substitute. The Design Professional shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Design Professional's and the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Design Professional will record time required by the Design Professional and the Design Professional's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the County accepts a proposed substitute, Contractor shall reimburse the County for the charges of the Design Professional and the Design Professional's consultants for evaluating each proposed substitute, or such charges may be deducted from an application for payment, at the County’s sole discretion.

Section 13. Daily Reports, As-Builts and Meetings

13.1. Unless waived in writing by the County, Contractor shall complete and submit to Design Professional on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Design Professional and the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

13.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

13.1.2. Soil conditions which adversely affect the Work;

13.1.3. The hours of operation by Contractor's and subcontractor's personnel;

13.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

13.1.5. All equipment present at the Project site, description of equipment uses and designation of time equipment was used (specifically indicating any down time);

13.1.6. Description of Work being performed at the Project site;

13.1.7. Any unusual or special occurrences at the Project site;

13.1.8. Materials received at the Project site;

13.1.9. A list of all visitors to the Project site; and

13.1.10 Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the County or Design Professional pursuant to the Contract Documents.

13.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Design Professional, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Design Professional for reference. Current and accurate “As-Built” record documents shall be submitted with each Application for Payment. Failure to provide current and accurate “As-Built” record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to Design Professional by Contractor for the County.

13.3. The Contractor shall submit to the Design Professional one complete set of all recorded changes made during Construction entitled "As-Built" and dated. Submittals

shall be made in accordance with the above and shall be submitted at the time of Substantial Completion.

13.4. Certified “as-built” information, which the Contractor must show on marked-up copies of the design drawings, prints, and other materials as specified above, shall include both authorized and unauthorized changes and any modifications to material types from that specified in the bid plans and Specifications. As a prerequisite to any payments, the Contractor shall make available to the Design Professional all “as-built” information pertinent to the design drawings each month prior to his submission of a monthly application for payment. The Contractor shall also obtain “as-built” cross-sections of the roadway, ditches, channels, and other drainage ways as shown in the Contract Documents at intervals not to exceed 100 ft. The Contractor shall set benchmarks on or within 100 ft. of each control structure constructed as part of the Project. A complete description including elevation and location of each control structure benchmark shall be provided to the Design Professional as part of the “as-built” information. The elevation shall be clearly and permanently indicated on each benchmark.

13.5. “As-built” dimensions and elevations shall be obtained by a Professional Land Surveyor registered in the State of Florida pursuant to Chapter 472, Florida Statutes. The “as-built” drawings shall be signed and sealed by the Contractor’s Professional Land Surveyor in accordance with Section 472.025, Florida Statutes.

13.6. All pertinent surveyors’ field survey notes containing the “as-built” data shall be sealed and submitted to the Design Professional for review and acceptance prior to authorization of the final payment.

13.7. “As-built” data shall be secured, and the accuracy of measurements shall be 0.01 ft.

13.8. All sub-surface improvements considered part of the Work as shown in the Contract Documents shall be “as-built” by the Contractor prior to backfilling.

13.9. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

13.10. In addition to other requirements provided herein, Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

13.10.1. Keep and maintain public records required by the County in order to perform the Scope of Services identified herein.

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

13.10.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if the Contractor does not transfer all records to the County.

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

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

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-993-4800, S.ALTMAN@DESOTOBOCC.COM, 201 E. OAK STREET, ARCADIA, FLORIDA 34266.

Section 14. Contract Time and Extensions

14.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of the County's suppliers and contractors as set forth in Section 17.2. herein.

14.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

14.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 15. Changes in the Work

15.1. The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the County, and the County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the County is authorized to direct any extra or changed work orally.

15.2. A Change Order, in the form attached to this Agreement, Exhibit H, shall be issued and executed promptly after an agreement is reached between Contractor and the County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.

15.3. If the County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 16 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.

15.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. However, where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, those unit prices shall be applied to the quantities of the items involved. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

15.5. The County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

15.6. The Design Professional shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 16. Claims and Disputes

16.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

16.2. Claims by the Contractor shall be made in writing to the County and Design Professional within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Design Professional within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 15.4.

16.3. Any dispute, action or proceeding arising out of or related to this Agreement shall be exclusively commenced in the state courts of DeSoto County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the

exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens, and forsakes any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

16.4. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

16.5. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 17. Other Work

17.1. The County may perform other work related to the Project at the site by the County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the County and Design Professional within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

17.2. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the County, if the County is performing the additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Design Professional and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between the County and such utility owners and other contractors.

17.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the COUNTY), Contractor shall inspect and promptly report to Design Professional in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 18. E-Verify

18.1. As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

18.2. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

18.3. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

18.4. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

18.5. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

18.6. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Section 19. Indemnification and Insurance

19.1. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to Contractor's performance pursuant to this

Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

19.2. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions. The foregoing indemnification shall the same be construed to constitute agreement by Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties.

19.3. Contractor agrees to, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the County or Design Professional or their consultants, agents, officers and employees. The County and Contractor agree the first $100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement.

19.4. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement, Exhibit F. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In

addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

19.5. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

19.6. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

19.7. The Contractor will be fully responsible for all acts and omissions of his subcontractors and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the County. The County may, upon request, furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

19.8. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and Design Professional as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

19.9. Should at any time the Contractor fail to maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

19.10. Contractor shall submit to Design Professional a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 20. Compliance with Laws

Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County and Design Professional in writing.

Section 21. Cleanup and Protections

21.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the County.

21.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work, and the Contractor shall bear the cost of any such restorations.

21.3. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so, and the cost thereof shall be deducted from the final payment due the Contractor.

Section 22. Assignment

22.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

Section 23. Permits, Licenses and Taxes

23.1. Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

23.2. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor. The Contractor and his sureties, together with his officers, agents, and employees, shall protect and hold the County harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent.

23.3. The Contractor shall be fully responsible for the execution and adherence to all directives, instructions, conditions, special conditions, and limiting conditions contained in permits specifically issued for the Work and which pertain to or affect the construction phase of this project and shall be solely responsible for issuance of any Notices required thereby.

Section 24. Termination for Default

24.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or the Design Professional or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

24.2. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work

by whatever means, method or agency which the County, in its sole discretion, may choose.

24.3. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the Design Professional, upon application, and this obligation for payment shall survive termination of the Agreement.

24.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

24.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor under Section 25 below.

Section 25. Termination for Convenience and Right of Suspension

25.1. The County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

25.2. The County shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and

exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 26. Completion

26.1. When the entire Work (or any portion thereof designated in writing by the County) is ready for its intended use, Contractor shall notify the County and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the County, Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the County and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Contractor in writing giving the reasons therefor. If the County and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punchlist of items to be completed or corrected by Contractor before final payment. The County shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the County shall allow Contractor reasonable access to complete or correct items on the tentative punch list. The risk of loss for the Project and the Work performed thereon shall not pass to the County until the Certificate of Substantial Completion (or Partial Substantial Completion) is approved by the Design Professional.

26.2. Within fourteen (14) calendar days of receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Design Professional will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, (3) all required As-Builts, shop drawings and other submittals; and (4) if required by the County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County. The County reserves the right to inspect the Work

and make an independent determination as to the Work's acceptability, even though the Design Professional may have issued his recommendations. Unless and until the County is completely satisfied, neither the final payment nor the retainage shall become due and payable.

26.3. Prior to final payment, the Design Professional may request the Contractor to permit the use of a specified part of the Project which the County believes it may use without significant interference with construction of the other parts of the Project. If the Contractor agrees, he will certify to the Design Professional that said part of the Project is Substantially Complete and request the Design Professional to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen (14) calendar days thereafter, the Design Professional and the Contractor will make an inspection of that part of the Project to determine its status of completion. If the County considers that part of the Project to be Substantially Complete, the Design Professional will deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the County and the Contractor for maintenance, heat and utilities as to that part of the Project. The County shall have the right to exclude the Contractor from any part of the Project, which is so certified to be Substantially Complete, but the County will allow the Contractor reasonable access to complete or correct items on the punch list.

Section 27. Warranty

27.1. Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

27.2. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

27.3. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the County prior to the next application for progress

payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Section 28. Tests and Inspections.

28.1. The County, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Design Professional with timely notice of readiness of the Work for all required inspections, tests or approvals.

28.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. When any portion of the Work subject to inspection is ready for such, the Contractor shall provide the Design Professional forty-eight (48) hours' notice prior to the inspection. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Design Professional and the County.

28.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Design Professional, such work must, if requested by Design Professional, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Design Professional timely notice of Contractor's intention to cover the same and Design Professional has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Design Professional, such Work must, if requested by Design Professional, be uncovered for Design Professional's observation and be replaced at Contractor's sole expense.

28.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering, and inspection expenses incurred by the County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

28.5. Neither observations nor other actions by the Design Professional nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 29. Defective Work

29.1. Work not conforming to the requirements of the Contract Documents in the sole judgment of the Design Professional shall be deemed defective Work. If required by the County or Design Professional, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the County or Design Professional, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the County harmless for same.

29.2. If the County or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Contractor, at the County's or Design Professional's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the County or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

29.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County or Design Professional may order Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the County and Design Professional to stop the Work shall not give rise to any duty on the part of the County or Design Professional to exercise this right for the benefit of Contractor or any other party.

29.4. Should the County determine, in its sole opinion, that it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor shall promptly pay the County an appropriate amount to adequately compensate the County for its acceptance of the defective Work.

29.5. If Contractor fails, within a reasonable time after the written notice from the County or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by Design Professional or the County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which the County has paid Contractor but which are stored elsewhere. Contractor shall allow the County, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable the County to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the County of the County's rights and remedies hereunder.

Section 30. Supervision and Superintendents

Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the County and Design Professional except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 31. Protection of Work

31.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the

Work, or other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

31.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger said Work or property.

31.3. Contractor shall not disturb any benchmark established by the Design Professional with respect to the Project. If Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs the Design Professional's benchmarks, Contractor shall immediately notify the County and Design Professional. The Design Professional shall reestablish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.

Section 32. Emergencies

In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the County or Design Professional is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Design Professional written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Design Professional determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 33. Use of Premises

33.1. The County will furnish, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands which entail the Project Site upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise.

33.2. The Contractor shall be responsible for staging, protecting, and storing equipment or materials. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably

encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 34. Safety

34.1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

34.1.1. All employees on the Work and other persons and/or organizations who may be affected thereby;

34.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

34.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

34.2. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

34.3. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the County. County shall have the right to direct Contractor to remove and replace this individual, with or without cause.

Section 35. Project Meetings

Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the Design Professional and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend

any and all meetings convened by the Design Professional or the County with respect to the Project, when directed to do so by the County or Design Professional. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Design Professional.

Section 36. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

A. Legal Advertisement
B. Invitation to Bid
C. Bid Proposal with required forms
D. Performance Bond
E. Public Payment Bond
F. Insurance Requirements, including certificates of insurance
G. Form of Release and Affidavit
H. Change Order Form
I. Anti-Human Trafficking Affidavit
J. Foreign Country of Concern Affidavit
K. Federal Certifications

Section 37. Notices.

37.1. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

	With Copy To:
County Administrator or Designee	DeSoto County Attorney
DeSoto County	Nabors, Giblin & Nickerson, P.A.
201 E. Oak Street, Suite 201	8201 Peters Road, Suite 1000
Arcadia, Florida 34266	Plantation, Florida 33324
Phone: 863-993-4800	Phone: (954) 315-0268
Fax: 863-993-4809	Fax: N/A
Email:	Email: vvicente@ngnlaw.com

37.2. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: Zep Construction, Inc.

Address (including city, state and zip): 7802 Jean Boulevard

Ft. Myers, FL 33967

Name of person with their title to whose Attention the notice should be sent: Joline Pepcevski, President

Telephone and Fax numbers: 239-267-8778 / 239-267-7907

37.3. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 38. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 39. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 40. Governing Law, Waiver of Jury Trial.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

Section 41. No Waiver.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 42. Vendors on Scrutinized Companies Lists.

By executing this Agreement, Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed 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, or (4) engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for

cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, 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, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 42, this Section 42 shall be null and void.

Section 43. Modification.

Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.

Section 44. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 45. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 46. Subcontracting.

The Contractor may subcontract up to fifty percent 50% of work under this Contract. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor. If applicable, regardless of any subcontract, the Contractor is ultimately responsible for all work to be performed under this Contact, including but not limited to design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-

way acquisition, zoning, replating, comprehensive plan amendment code variance, and other services, as necessary. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contactor shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a subcontractor to timely or properly perform its obligations shall not relieve Contractor of its obligations hereunder.

Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 691-72, Florida Administrative Code (F.A.C.). The Contractor 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 Contractor shall ensure its subcontracts issued under this Contractor, if any, impose this requirement, in writing, on its subcontractors.

Section 47. Federal Provisions

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

47.1.1. 2 CFR Part 25.110

47.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000

47.1.3 Executive Orders 12549 and 12689

47.1.4. 41 CFR Part 60-1(a) and (d)

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

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

47.2.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity,

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

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

47.2.3. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

47.2.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

47.2.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

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

47.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

47.2.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

47.2.10. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

47.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

47.2.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

47.2.13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

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

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

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

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

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

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

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

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

47.3.5. Incorporation of Provisions. The Contractor will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and

directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

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

47.7. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded work, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contract

or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

47.9. Procurement of Recovered Materials. For all federally funded work, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended

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

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

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

47.11.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

47.11.2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

47.12. Federal Suspension and Debarment. This Agreement may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of its subcontractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

47.12.2. By entering this Agreement, Contractor has made the Certification set forth in this section. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

47.12.3. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

47.12.4. Certification Instructions

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

47.12.4.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

47.12.4.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

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

authorized by the department or agency with which this transaction originated.

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

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

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

47.12.4.9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

47.12.5.1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from participation in this transaction by any Federal or State department or agency;

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

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

(1) Minimum wages —

(i) *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 47.13(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 47.13(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the

rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 47.13(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Frequently recurring classifications.

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 47.13 (1)(iii) of this section, provided that:

(1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(2) The classification is used in the area by the construction industry; and

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph 47.13 (1)(iii)(A)(*3*) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) *Conformance.*

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov,* refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 47.13 (1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 47.13 (1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics

includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) *Withholding —*

(i) *Withholding requirements.* FEMA or the County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph 47.13 of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 47.13 (3) of this section, the County or FEMA may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment,

advance, or guarantee of funds until such violations have ceased.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph 47.13 (2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3) Records and certified payrolls —

(i) Basic record requirements —

(A) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 47.13 (1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor

must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements —*

(A) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to FEMA if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the County. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 47.13 (3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime

contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under paragraph 47.13 (3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph 47.13 (3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 47.13 (3)(ii)(C) of this section.

(E) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for

a period of 3 years after all the work on the prime contract is completed.

(iii) *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access —*

(A) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 47.13 (3)(i) through (iii) of this section, and any other documents that the County, FEMA or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the County or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address,

telephone number, and email address of each covered worker, and must provide them upon request to FEMA, if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the County, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and equal employment opportunity —

(i) Apprentices —

(A) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 47.13 (4)(i)(D) of this section. Any

worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 47.13 (4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs 47.13 (1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

47.14. Federal Lobbying. If applicable as set forth in any contract, Contractor who applies for an award of $100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in Exhibit K attached hereto as if fully set forth herein. Each tier of subcontractor will certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier of subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor.

47.15. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. Contractor is prohibited from inducing by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

47.16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable contracts issued in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 47.16(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 47.16 (1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 47.16 (1).

(3) Withholding for unpaid wages and liquidated damages—

(i) Withholding Process. The (insert name of recipient or subrecipient) may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph 47.16 on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the Contract Provisions Guide 14 contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph 47.16 (2) or (3) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 47.16 (1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 47.16 (1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be

liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

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

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

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

47.20. Federal Changes. Contractor will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed

directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

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

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

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

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

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

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

47.27. Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005). All iron, steel, manufactured products, and

construction materials used under a federally grant funded project must be produced in the United States. Contractor and its subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the County who, in turn, will forward the disclosures to the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal agency.

Contractors and subcontractors shall be required to submit a completed Buy American Certificate in substantially the following form:

"The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the (insert name of project) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

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.

All manufactured products purchased with Federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% 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.

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 (insert name of contractor or subcontractor), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (insert name of contractor or subcontractor) understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative

Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

47.28. Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216). Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

47.29. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

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

47.31. Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a

semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via https://www.sam.gov.

47.32. Never Contract with the Enemy (2 CFR Part 183). For contracts funded by grant and cooperative agreements in excess of $50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

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

47.34. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.

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

47.36. RESERVED.

Section 48. United States-Produced Iron and Steel. Pursuant to Section 255.0993, Florida Statutes, unless waived by the County, any iron or steel product permanently incorporated into the Project must be produced in the United States. The following are exempt from this requirement: (i) small amounts of foreign steel and iron that are incidental or ancillary to the primary product, are not separately identified in the project specifications, and the cost of which does not exceed 1/10th of the total contract cost or $2,500, whichever is greater; and (ii) electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles.

Section 49. As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of the CONTRACTOR must attest under the penalty of perjury that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit is set forth in Exhibit I.

Section 50. Pursuant to Section 287.138, Florida Statutes, the County cannot knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if the entity is owned, controlled, organized, or operating in a foreign country of concern, which include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, and any contracting entity that may be given access to an individual's personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is not owned by the government of a foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of nor have its principal place of business in a foreign country of concern. The required affidavit, which must be signed by a duly authorized officer or representative of CONTRACTOR, is attached hereto as Exhibit J.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR: ZEP CONSTRUCTION, INCORPORATED, a Florida Corporation

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

[Corporate Seal]

OWNER: **DESOTO COUNTY, FLORIDA**

(SEAL)

By: _____
Steve Hickox, Chairman
Board of County Commissioners

Date: _____

ATTEST:

_____
Mandy Hines, County Administrator

APPROVED AS TO FORM:

_____
Valerie Vicente, County Attorney

EXHIBIT A
LEGAL ADVERTISEMENT

This document is incorporated by reference into the Agreement and is on file with the DeSoto County Purchasing Department. It is available for review upon request.

EXHIBIT B
INVITATION TO BID

This document is incorporated by reference into the Agreement and is on file with the DeSoto County Purchasing Department. It is available for review upon request.

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

DESOTO COUNTY
NW SECOND BUNKER AVENUE BRIDGE REPLACEMENT PROJECT
26-10-00ITB

BID FORM

Proposal of Zep Construction, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida doing business as a corporation*, to the DeSoto County Board of County Commissioners (hereinafter called "COUNTY").

In compliance with your Advertisement for BIDS, BIDDER hereby proposed to perform all WORK for the NW Second Bunker Avenue Bridge Replacement Project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the process stated in the BID SCHEDULE.

By permission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto, certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within **TWO HUNDRED FORTY (240)** consecutive calendar days thereafter.

BIDDER acknowledges receipt of the following ADDENDA:

Number 1, dated 2/27/26

Number 2, dated 3/6/26

Number 3, dated 3/12/26

Number 4, dated 3/18/26

Number _____, dated _____

Number _____, dated _____

*Insert "a corporation", "a partnership", or "an individual" as applicable.

This official Bid Form must be completed and used in submitting a Bid.
The Board reserves the right to accept or reject all Bids, or any parts thereof.

BIDDERS CHECKLIST

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

- ✓ Completely Executed Bid Package (one (1) original, two (2) copies, one (1) electronic copy on a flash drive)
- ✓ Bid Proposal Form
- ✓ Qualifications Statement Form
- ✓ Hold Harmless Form
- ✓ Drug Free Workplace Form
- ✓ E-Verify Form
- ✓ Certification Regarding Debarment or Suspension
- ✓ Public Entity Crimes Form
- ✓ Non-Collusion Affidavit
- ✓ Conflict of Interest
- ✓ Anti-Human Trafficking Affidavit
- ✓ Foreign Country of Concern Affidavit

QUALIFICATIONS STATEMENT

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

SUBMITTED TO: **PURCHASING DEPARTMENT**
ADDRESS: **201 E. OAK STREET, SUITE 203**
ARCADIA, FLORIDA 3426

SUBMITTED BY: Zep Construction, INC.
NAME: Joline Zepcevski
ADDRESS: 7802 Jean Blvd., Ft. Myers, FL 33967
PRINCIPAL OFFICE: 7802 Jean Blvd., Ft. Myers, FL 33967

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: Zep Construction, Inc.

The address of the principal place of business is: 7802 Jean Blvd., Ft. Myers, FL 33967

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

a. Date of Incorporation: 1973
b. State of Incorporation: Florida
c. President's name: Joline Zepcevski
d. Vice President's name: Doug Hendrickson
e. Secretary's name: Nicole Zepcevski
f. Treasurer: Joline Zepcevski
g. Name and address of Resident Agent: Joline Zepcevski
7802 Jean Blvd.
Ft. Myers, FL 33967

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:

N/A

N/A

N/A

c. State whether general or limited partnership: N/A

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

N/A

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

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

53 years

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

None

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.

FDOT certificate of Qualification, GC License: CGC051862

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

Yes ✓ No _____

9. Did you attend the Pre-Proposal Conference? Yes ✓ 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	
Charlotte County Public Works	Kelly Slaughter	410 Taylor St. Punta Gorda, FL 33950	Email Kelly.Slaughter@charlottefl.gov Telephone 941-575-3657
Lee County D.O.T.	Avelino Cancel	5560 Zip Drive, Fort Myers, FL 33905	Email ACancel@leegov.com Telephone 239-533-9416
High Spans Engineering	Mike O'shea	2121 Mc Gregor Blvd., Ft. Myers, FL 33901	Email Moshea@highspans.com Telephone 239-595-0272

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

Doug Hendrickson, Vice President, has over 30 years of experience in FDOT bridge construction projects.

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

Ryan Adams (Field supervisor) Doug Hendrickson (P.M.)

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 LEE

On this the 25th day of MARCH 2021, before me, the undersigned Notary Public of the State of Florida, personally appeared JOANNE ZEPCEVSKI 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.

Annette V Nizza
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

ANNETTE V. NIZZA
MY COMMISSION # HH 321865
EXPIRES: February 13, 2027

ANNETTE V NIZZA
(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** X **Corporation**

Name of Bidding Firm:

Zep Construction, INC.

Mailing Address:

7802 Jean Blvd., Ft. Myers, FL 33967

Location Address:

(Same as Mailing Address)

City & State: FT. Myers, FL **ZIP:** 33967

Telephone: 239-267-8778 **Fax Number:** 239-267-7907

Name/Title of person authorized to bind the Company: Jdine Zepcevski / President

Signature of person authorized to bind the Company: _____

Date: 3/25/26

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Zep 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: 3/25/26

DESOTO COUNTY
CONTRACTOR/CONSULTANT/VENDOR
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF Lee

BEFORE ME, the undersigned authority, appeared Joline Zepcevsky, who first being duly sworn hereby swears or affirms as follows:

1. I make this affidavit on personal knowledge.
2. I am over the age of 18 years and otherwise confident to make this Affidavit.
3. I am the President of Zep Construction, Inc. (the "Contractor/Consultant/Vendor").
4. I am authorized by Zep 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: Joline Zepcevski
As its: President
Dated: 3/25/26

STATE OF Florida
COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 25th day of March, 2026, by Joline Zepcevski, on behalf of Zep Construction, Inc who is personally known to me or who has produced N/A as identification.

NOTARY PUBLIC STATE OF FLORIDA
ANNETTE V. NIZZA
MY COMMISSION # HH 321865
EXPIRES: February 13, 2027

Annette V Nizza

Print Name: Annette V Nizza
Notary Public of the State of Florida

My Commission Expires: 2/13/2027

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 an 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 statutes 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

Joline Zepcevski, President
Title

Zep Construction, Inc.
Contractor/Firm

7802 Jean Blvd., Ft. Myers FL, 33967
Address

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 Lee

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

1. The business address of Zep Construction, Inc.
[Name of firm]

is 7802 Jean Blvd., Ft. Myers, FL 33967

2. My relationship to Zep Construction, Inc.
[Name of firm]

is 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 contendre.

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

6. Neither the firm nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the firm nor any affiliate of the firm has been convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

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

SIGNATURE

State of Florida
County of LEE

On the 25th day of MARCH 2024, before me, the undersigned Notary Public of the State of Florida, personally appeared JOLINE ZEDCEVSKI 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.

Annette V Nizza
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

ANNETTE V. NIZZA
MY COMMISSION # HH 321865
EXPIRES: February 13, 2027

ANNETTE V NIZZA
(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.

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 Lee

BEFORE ME, the undersigned authority, personally came and appeared, Joline Zepcevski, who after being duly sworn, deposed and said that she is the fully authorized President of Zep 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 25th DAY OF MARCH, 2022. NOTARY PUBLIC

AFFIANT

Company Name: Zep Construction, INC.

Address: 7802 Jean Blvd., Ft. Myers, FL 33967

Phone Number: 239-267-8778

Signature: _____

NON-COLLUSION AFFIDAVIT IN THE STATE OF FLORIDA IN THE COUNTY OF LEE 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 25th day of March 2022 NOTARY PUBLIC in and for the State of FLORIDA

Signature Annette V Nizza

Seal

ANNETTE V. NIZZA
MY COMMISSION # HH 321865
EXPIRES: February 13, 2027

CONFLICT OF INTEREST STATEMENT

(STATE OF FLORIDA; COUNTY OF DESOTO)

Before me, the undersigned authority, personally appeared Joline Zepcevski, who was duly sworn, deposes, and states:

1 I am the President of Zep Construction, INC. with a local office in Fort Myers, FL and principal office in Fort Myers, FL.

2 For DeSoto County the above-named entity is submitting an Expression of Interest for the DeSoto County project described as: ***ITB 26-10-00 DeSoto County Storage Building Construction Project.***

3 The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

4 The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.

5 Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

6 Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

7 Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

8 I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of DeSoto County.

9 I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with DeSoto County.

10 In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify DeSoto County in writing.

DATED this 25th day of March, 2025. 6

_ (Affiant)

Typed Name of Affiant Joline Zepcevski

Title President

Sworn to and subscribed before me this 25th **day of** March, ~~2025.~~ 2026

Personally known JOLINE ZEPCEVSKI

OR Produced identification N/A **Notary Public - State of** Florida

Annette V Nizza

My commission expires 2/13/2027 **(Type of identification)**

(Printed typed or stamped commissioned name of notary public)

ANNETTE V. NIZZA
MY COMMISSION # HH 321865
EXPIRES: February 13, 2027

DESOTO COUNTY
NW SECOND BUNKER AVENUE BRIDGE (#044047) REPLACEMENT PROJECT
ADDENDUM NO. 1

PROJECT NO. 26-10-00ITB

ATTENTION PROSPECTIVE BIDDERS:

This Addendum forms a part of the Contract Documents for the above-referenced project and shall be acknowledged with the bid.

REVISED BID FORM:

A Revised Bid Form is attached to this Addendum to correct omissions identified in the original Bid Form and replaces the Bid Form included in the original Bid Documents.

All bids must be submitted using the Revised Bid Form attached to this Addendum. Failure to use the Revised Bid Form may result in the bid being deemed non-responsive.

QUESTIONS:

Responses to questions received will be issued in a forthcoming Addendum.

ADDENDUM ACKNOWLEDGMENT

Addendum No. 1 dated this 27th day of February 2026.

Cindy Talamantez

Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidder's Receipt of Addendum No. 1 by:

Signature: _____

Company: Zep Construction, INC.

Date: 2/28/26

DESOTO COUNTY
NW SECOND BUNKER AVENUE BRIDGE (#044047) REPLACEMENT PROJECT
ADDENDUM NO. 2

PROJECT NO. 26-10-00ITB

Addendum No. 2 dated this 6th day of March 2026.

Cindy Talamantez

Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidder's Receipt of Addendum No. 2 by:

Signature: _____

Company: Zep Construction, Inc.

Date: 3/7/26

ough to a truck

DESOTO COUNTY
NW SECOND BUNKER AVENUE BRIDGE (#044047) REPLACEMENT PROJECT
ADDENDUM NO. 3

PROJECT NO. 26-10-00ITB

Addendum No. 3 dated this 12th day of March 2026.

Cindy Talamantez

Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidder's Receipt of Addendum No. 3 by:

Signature: _____

Name: Doug Hendrickson

Company: Zep Construction, Inc.

Date: 3/14/26

DESOTO COUNTY
NW SECOND BUNKER AVENUE BRIDGE (#044047) REPLACEMENT PROJECT
ADDENDUM NO. 4

PROJECT NO. 26-10-00ITB

Addendum No. 4 dated this 18th day of March 2026.

Cindy Talamantez

Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidder's Receipt of Addendum No. 4 by:

Signature: _____

Company: Zep Construction, Inc.

Date: 3/19/26

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

January 27, 2026

ZEP CONSTRUCTION, INC.
7802 JEAN BLVD.
FORT MYERS, FLORIDA 33967

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
BASCULE BRIDGE REHABILITATION, DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, INTERMEDIATE BRIDGES, MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, MAJOR BRIDGE - CAST IN PLACE / POST-TENSIONED / SUPER-STRUCTURE, MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, MAJOR BRIDGE - CURVED STEEL GIRDERS, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, R&R MAJOR BRIDGE- CURVED STEEL GIRDERS, R&R MINOR BRIDGES, SIDEWALK, SEAWALLS, SOIL ANCHORS, STEEL SHEET PILING, DRILLED SHAFTS, MISCELLANEOUS MARINE CONSTRUCTION, POST-TENSIONING, RIP RAP, RETAINING WALL

Unless notified otherwise, this Certificate of Qualification will expire **3/30/2027**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

ZEP CONSTRUCTION, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

7802 JEAN BLVD

Requester's name and address (optional)

6 City, state, and ZIP code

FORT MYERS, FL 33967

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	1	4	4	8	3	1	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** _____ **Date** 3/24/26

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*.

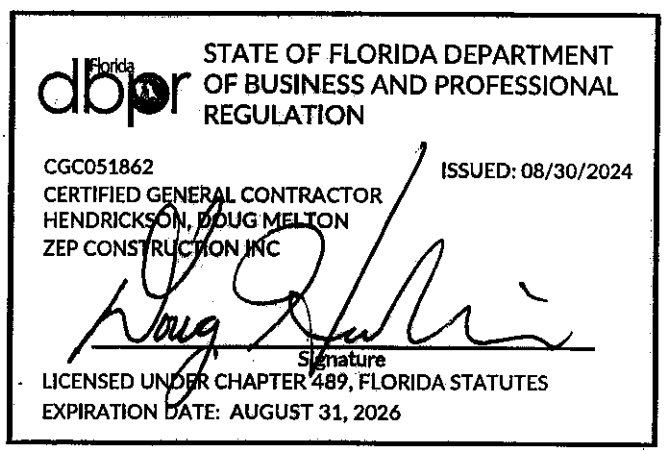
What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC051862
CERTIFIED GENERAL CONTRACTOR
HENDRICKSON, DOUG MELTON
ZEP CONSTRUCTION INC

ISSUED: 08/30/2024

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2026

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Zep Construction, Inc.
7802 Jean Boulevard
Fort Myers, Florida 33967

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, Massachusetts 02116

OWNER:
(Name, legal status and address)
DeSoto County Board Of County Commissioners
201 East Oak Street
Arcadia, Florida 34266

BOND AMOUNT: Five Percent (5%) of Amount Bid

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:
(Name, location or address, and Project number, if any)
Desoto County NW Second Bunker Avenue Bridge #044047 Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **25th** day of **March, 2026**

(Witness)

Zep Construction, Inc.
(Principal) *(Seal)*

(Witness)

(Title) president
Liberty Mutual Insurance Company
(Surety) *(Seal)*

(Title) **Wendy L Hingson, Attorney-in-Fact**

Init.
/

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Liberty Mutual. SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213471-013266

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dawn M. Onzo; Wendy L. Hingson

all of the city of Fort Myers state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of March, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873-LMIC-OCIC-WAIC-Multi-Co-07-04

currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EXHIBIT D
PERFORMANCE BOND

This document is incorporated by reference into the Agreement and is on file with the DeSoto County Purchasing Department. It is available for review upon request.

EXHIBIT E
PUBLIC PAYMENT BOND

This document is incorporated by reference into the Agreement and is on file with the DeSoto County Purchasing Department. It is available for review upon request.

EXHIBIT F
INSURANCE REQUIREMENTS
CERTIFICATES OF INSURANCE

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

(A) The name and type of policy and coverages provided;
(B) The amount or limit applicable to each coverage provided;
(C) The date of expiration of coverage;
(D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
(E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the

Contractor to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKER'S COMPENSATION

State: Statutory
Employer's Liability: $1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: $1,000,000.00 Each Occurrence
Property Damage: $1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: $1,000,000.00 Each Occurrence
Property Damage: $1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

EXHIBIT G
RELEASE AND AFFIDAVIT

COUNTY OF_____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after

being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against DeSoto County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated _____, ____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No._____.

CONTRACTOR:

_____

By: _____ (signature of the executive officer)

Its:_____ (title of the executive officer)

Date:_____

Witnesses

_____ _____

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

_____, by _____, as _____ of

_____, a _____ corporation, on behalf of the

corporation. He/she is personally known to me or has produced _____

_____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of_____

Commission No.:_____

EXHIBIT H
CHANGE ORDER FORM

This document is incorporated by reference into the Agreement and is on file with the DeSoto County Purchasing Department. It is available for review upon request.

Exhibit I
ANTI-HUMAN TRAFFICKING AFFIDAVIT

ANTI-HUMAN TRAFFICKING AFFIDAVIT

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

I Joline Zepcevski (insert name) as President (insert title) on behalf of Zep Construction, INC. (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Zep Construction, INC. (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Zep Construction, INC. (insert entity name) does not participate in any of the following actions:
   a. Using or threatening to use physical force against any person;
   b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
   c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
   d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
   e. Causing or threatening to cause financial harm to any person;
   f. Enticing or luring any person by fraud or deceit; or
   g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: Joline Zepcevski
Title: President
Nongovernmental entity: Zep Construction, INC.
Date: 3/25/26

STATE OF Florida
COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me X in person or ____ remote notarization by JOLINE ZEPCEVSKI as PRESIDENT on behalf of ZEP CONSTRUCTION INC who is personally known to me or who produced N/A as identification this 25th day of MARCH, 2026.

Annette V. Nizza
Notary Public

(Notary Seal)

ANNETTE V. NIZZA
MY COMMISSION # HH 321865
EXPIRES: February 13, 2027

Exhibit J

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

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

I Joline Zepcevski (insert name) as President (insert title) on behalf of Zep Construction, INC. (insert entity name) under penalty of perjury hereby attest as follows:

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

2. I certify that Zep Construction, INC. (insert entity name) ("Vendor"):

   a. Is not owned by the government of a foreign country of concern;

   b. A government of a foreign country of concern does not have a controlling interest in Vendor; and

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

3. For purposes of this Affidavit, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name: Joline Zepcevski

Title: President

Nongovernmental entity: Zep Construction, INC.

Date: 3/25/26

STATE OF FLORIDA

COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me X in person or _____ remote notarization by JOLINE ZEPCEVSKI as PRESIDENT on behalf of ZEP CONSTRUCTION, INC, who is personally known to me or who produced N/A as identification this 25th day of MARCH, 2026.

Annette V. Nizza
Notary Public

(Notary Seal)

ANNETTE V. NIZZA
MY COMMISSION # HH 321865
EXPIRES: February 13, 2027

Exhibit K
FEDERAL CERTIFICATIONS

Byrd Anti-Lobbying Certification

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

DeSoto County

5/12/2026

Item #: 11.

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

DEPARTMENT: Administration
SUBMITTED BY: **Dennis Johnson**
PRESENTED BY: **Dennis Johnson**

TITLE & DESCRIPTION:
Amendment / KCI Technologies, Inc. - Task 11 Construction Phase Services Amendment Second Bunker Bridge #044047

REQUESTED MOTION:
To approve the amendment to the agreement with KCI Technologies, Inc. for Task 11 Construction Phase Services for Second Bunker Bridge #044047.

SUMMARY:
This amendment incorporates Task 11 Construction Phase Services from the original contract into the existing agreement with KCI Technologies, Inc., consolidating post-design services and Construction Engineering and Inspection (CEI) services into a single lump sum task. The scope includes construction administration, inspection services, site observation, certification, and project closeout documentation. The total cost for Task 11 is $399,786.00

BACKGROUND:
On June 16, 2023, the Board approved an agreement with KCI Technologies, Inc for the engineering and design services related to the replacement of the bridge on Second Bunker Avenue following extensive damage from Hurricane Ian. Task 11 originally identified in the contract as construction phase services, was left to be determined pending final design and construction costs. Following completion of the design phase, staff negotiated a scope of services with KCI Technologies, Inc. for construction support. The proposed amendment adds $399,786.00 as a lump sum fee to ensure the project is constructed in accordance with plans, specifications, and regulatory requirements. This project is being funded through the FEMA Mitigation Reimbursement Program.

FUNDS:
Budget Amount: **$593,309.30**

Actual Agenda Item Cost: **$399,786.00**
Account Number: **176-71365256300000**
Explanation: **Hurricane Ian Project 714584**

DESOTO COUNTY ENGINEERING SERVICES / REPAIR OR REPLACEMENT OF BRIDGE #044033 ON SECOND BUNKER AVENUE
Solicitation # 23-15-00RFQ

THIS AGREEMENT is made this 16th day of June, 2023, 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 **KCI TECHNOLOGIES, INCORPORATED** a Corporation, authorized to do business in the State of Florida, hereinafter referred to as ("CONSULTANT"), whose address is 4041 Crescent Park Drive, Tampa, Florida 33578.

WHEREAS, the COUNTY has determined that it is necessary, expedient, and in the best interest of the COUNTY to retain a CONSULTANT to perform Engineering Services related to the DeSoto County Repair or Replacement of Bridge #044033 located on Second Bunker Avenue; and

WHEREAS, CONSULTANT desires to render services described in the Scope of Services, attached hereto as Exhibit "A" and 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 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. ARPA Federal Provisions attached hereto as Exhibit "C".

E. Federal Funding Provisions with additional forms attached hereto as Exhibit "D".

F. CONSULTANT'S Proposal, Scope and Fee Schedule attached hereto as Exhibit "E".

G. Site Locations Map and Bridge Inspection Report attached hereto by reference.

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

II. DEFINITIONS: 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 prior to the commencement of any work.

Services: Work as defined by the Administrative Agent or Development Department.

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:

CONSULTANT agrees to diligently and timely perform professional services for the COUNTY in performing the DeSoto County Repair or Replacement of Bridge # 044033 located on Second Bunker Avenue.

This Agreement shall commence immediately upon execution by both the COUNTY and the CONSULTANT.

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, 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 23-15-00RFQ 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. For Work that is to be performed on premises that are owned or controlled by the County, CONSULTANT shall exercise precaution for its employees and the County's property. The CONSULTANT shall comply with applicable laws, rules, regulations or ordinances related to safety and health and shall take precautionary and prompt action where loss control/safety measures should reasonably be expected. The CONSULTANT shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

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 a timely manner.

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:

Compensation for the Scope of Services performed by CONSULTANT shall be payable as follows:

A. In consideration of the services performed by the CONSULTANT, the COUNTY shall pay the CONSULTANT an amount not to exceed **TWO HUNDRED FORTY-NINE THOUSAND THREE HUNDRED DOLLARS ($249,300.00)** if it is determined that the Bridge needs replaced. Or an amount not to exceed **TWO TWENTY-NINE THOUSAND SEVEN HUNDRED EIGHTY-EIGHT DOLLARS**

($229,788.00) if it is determined that the Bridge can be repaired.

Work issued under this Agreement shall not exceed thresholds set forth in Florida Statute 287.055(g). Said total amount to include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. The CONSULTANT acknowledges and agrees that no minimum level of work or fees is guaranteed by the COUNTY through this Agreement.

The COUNTY will require a detailed breakdown of travel and out-of-pocket expenses to be submitted with each invoice. The Expenditure Report 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.

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

B. METHOD OF PAYMENT

1. The CONSULTANT shall prepare and submit to the COUNTY for approval, invoices during the process. Payment shall be issued by the COUNTY'S Finance Department, who shall initiate disbursements for invoices 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 to the 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.

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. 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.

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 and Professional Liability Insurance. 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) years. 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 property of the COUNTY as they are received by the COUNTY. The CONSULTANT hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the COUNTY.

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 with receipt of a Purchase Order from the County. The time limits set forth by the needs of the Department shall commence to run on the date of the Purchase Order.

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. PROFESSIONAL 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.

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 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. 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.

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.

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.

B. Convenience. The COUNTY reserves the right to cancel this Agreement if the cancellation is in the best interest of the COUNTY for its own convenience.

C. 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.

XV. 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.

I. 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 16th day of June, 2023.

ATTEST:

By: _____
Mandy Hines
County Administrator

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

By: _____
Elton Langford
Chairman

BoCC Approved: June 13, 2023

Approved as to form and
Legal sufficiency:

_____
Donald D. Conn
County Attorney

Date: 6/13/23

WITNESSES:

_____

_____

KCI TECHNOLOGIES, INCORPORATED

By: _____

Printed Name: James D. Fitz Morris

Title: Vice President

DESOTO COUNTY
ENGINEERING SERVICES / REPAIR OR REPLACEMENT OF BRIDGE #044033 ON SECOND BUNKER AVENUE
Scope of Services
Bid # 23-15-00RFQ

Background: The DeSoto County Board of County Commissioners (BOCC) is seeking a qualified professional engineering firm with experience in the design and rehabilitation of timber and concrete bridges to provide engineering services for the Second Bunker Bridge over Bunker Ditch (Bridge 044033) that was severely damaged by Hurricane Ian.

Project Description: DeSoto County is seeking professional services from qualified Engineers for this bridge evaluation and design project. Bridge 044033 is located on NW Second Bunker Avenue 0.75 miles north of State Road 70. This bridge is an existing timber bridge with an existing span of approximately 55 feet. The bridge is owned and maintained by DeSoto County. During Hurricane Ian, the bridge was significantly damaged. The attached Bridge Inspection Report provides information of the damage. In addition to the collapsed approach slab, the guard rail was damaged and the deck has separated from the bridge structure.

This RFQ is for the planning, design and minimal construction engineering services to investigate via field reconnaissance and other appropriate and necessary means, solutions to restoring the bridge to operating conditions. The Scope shall be divided into four phases as follows:

Phase 1 – Preliminary Analysis

This phase shall include field investigation and analysis. A preliminary bridge design report shall be included. The report shall explore the feasibility of repairing the existing bridge, replacing the existing bridge in-kind and replacing the bridge with a concrete structure to current standards. Each alternative shall include a cost benefit analysis and 50% rule calculation in accordance with FEMA requirements. Where modifications are required to conform with current standards and codes, the pertinent standard/code shall be cited in the report. Once completed the County will coordinate with FEMA to determine the allowable alternative.

Phase 2 – Design and Permitting

This phase shall include all design necessary to repair or replace the bridge structure. Permitting through SWFWMD and ACOE (or FDEP) is required. The County requires all design aspects to meet current applicable FHWA, FDOT, OSHA, Coast Guard and FEMA standards. A hydrologic and hydraulic study shall also be provided to support the design and a no-rise certification may be required to conform to local, state and federal rules. Design deliverables shall include 60%, 90% and Final plan submittals. Each design submittal shall include an engineer's cost estimate, plan set,

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and specifications. Periodic coordination meetings will be required with County staff. In person and virtual meetings may be used.

Phase 3 – Bidding Assistance

This phase shall include attendance at the pre-bid meeting, responding to questions from bidders in writing and assistance with bid evaluation and recommendation of award.

Phase 4 – Limited Construction Phase Services

This phase shall include reviewing and approving shop drawings and record drawings, attending periodic progress meetings include the construction kick off meeting. If allowable by the funding source this phase may include some inspection and other tasks as requested by DeSoto County.

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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. **ACKNOWLEDGEMENT OF AMENDMENTS:** Proposers shall acknowledge receipt of any Amendment to the Solicitation by signing and returning the Amendment with the proposal. The acknowledgment must be received by the place specified for receipt of proposals.

3. **AGREEMENT TIME EXTENSIONS:** The County may grant an extension of Agreement Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of proposal. The County may allow such extension of time only for delays occurring during the Agreement time period or authorized extensions of the Agreement Time period. When failure by the County to fulfill an obligation under the Agreement results in delays to the controlling items of Work, the County will consider such delays as a basis for granting a time extension to the Agreement.

   Whenever the Engineer suspends the Consultant's operations for reasons other than the fault of the Consultant, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The County will not grant time extensions to the Agreement for delays due to the fault or negligence of the Consultant.

   As a condition precedent to an extension of Agreement time the Consultant must submit to the Engineer: A preliminary request for an extension of Agreement Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Consultant fails to submit this required preliminary request for an extension of Agreement Time, the Consultant fully, completely, absolutely and irrevocably waives an entitlement to an extension of Agreement Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Agreement Time will be required. Each such preliminary request for an extension of Agreement Time shall include at a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay; and:

   Further, the Consultant must submit to the Engineer a request for an Agreement Time extension in writing with an initial 10-day notice and a 30-day final notice after the elimination of the delay to controlling item of work identified in the preliminary request for an extension of Agreement Time. Each request for an Agreement Time extension shall include at a minimum all documentation that the Consultant wishes the County to consider related to the delay, and the exact number of days requested to be added to Agreement Time. If the Consultant

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contends that the delay is compensable, then the Consultant shall also be required to submit with the request for an Agreement Time extension a detailed cost analysis of the requested additional compensation. If the Consultant fails to submit this required request for an Agreement Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Consultant waives any entitlement to an extension of Agreement Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of an Agreement Time extension from the Consultant, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Consultant, the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for an Agreement Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Consultant, then an adjustment of Agreement Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Agreement will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), is a condition precedent to the Consultant having any right to the granting of an extension of Agreement Time or any monetary compensation arising out of any delay. Consultant's failure to have an accepted schedule, including any required updates(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the County's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the County's determination as to entitlement as to either time or compensability will be final, unless the Consultant can prove by clear and convincing evidence to a Disputes Review Board that the County's determination was without any reasonable factual basis.

The Agreement Time may only be changed by a Change Order or Agreement Amendment. Any claim for an extension in the Agreement Time shall be based on written notice delivered to the County and/or Engineer within (10) days of the occurrence unless Engineer allows an additional period of the event-giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless the Engineer allows and additional period of time to ascertain more accurate data. All claims for adjustment in the Agreement Time shall be determined by the Engineer, if the County and the Consultant cannot otherwise agree. Any change in the Agreement Time resulting from any such claim shall be incorporated in a Change

Order or Agreement Amendment for time extension only, and shall not change the Scope of Work.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

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

10. **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.

11. **COMPLIANCE WITH LAWS:** Consultant represents 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.

12. **CONFLICT OF INTEREST:** The Award hereunder is subject to 23 CFR 1.33 and 23 CFR 172.7(b)(4). All Proposers or their sub-consultants must disclose with their Proposal 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. The Proposer shall insert in all contracts entered into in connections with the Project or any property include or planned to be included in any Project the following provision:

    "No member, officer or employee of the Proposer during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

13. **CONSULTANT'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.

14. **COOPERATION WITH INSPECTOR GENERAL:** The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

15. **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.

16. **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.

17. **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.

18. **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.

19. **E-VERIFY:** Vendor/Consultant:
    1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the Agreement; and
    2. shall expressly require any Sub-consultants performing work or providing services pursuant to the State Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Sub-consultant during the Agreement term.

20. **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.

21. **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.

22. **INDEMNIFICATION:** Consultant shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

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

23. **INDIRECT COST RATES:** Instead of performing its own audits, a recipient of funds under a contract or subcontract warded in accordance with 23USC 112(b)(2)(C)-(D) shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency, if such rates are not currently under dispute.

24. **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.

25. **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.

26. **LEGAL REQUIREMENTS:** The Agreement shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the Courts of the State of Florida. 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.

27. **LIABILITY:** The Consultant shall hold and save DeSoto County, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements prior to and during the term of this Agreement.

28. **LIENS:** Before the final draw is payable, Consultant 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, Consultant shall at the time of each draw furnish a partial waiver of lien from all Sub-consultants, material or labor providers, and at the time of the final draw shall furnish a final waiver of lien for each such Sub-consultant, material or labor provider; as a condition precedent to receiving any payment from the County. Consultant 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 Consultant under this Agreement; or the negligence of the Consultant in the performance of its duties under this Agreement, or any act or omission on part of the Consultant, his agents, employees, or servants.

    The Consultant may, if any sub-consultant 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 Consultant 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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **PERFORMANCE AND AUDITS:** Any Contract or subcontract awarded in accordance with 23USC 112(b)(2)(C)-(D), whether funded in whole or in part with Federal-Funds, shall be performed and audited in compliance with cost principles

contained in the Federal Acquisition Regulations of part 42 of title 48, Code of Federal Regulations.

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

38. **PROMPT PAYMENT PROVISIONS:** Consultant shall prepare and submit to the Board of County Commissioners for approval, invoices for the services rendered under this Agreement. 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 the 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.

39. **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) 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) 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.

40. **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.

41. **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.

42. **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.

43. **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.

44. **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.

45. **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.

46. **TANGIBLE ASSETS:** Construction contracts which include services that provide for a vendor to purchase tangible personal property as defined in Section 273.02, F.S., for subsequent transfer to the State may be entered into by an agency only under the following circumstances:

a. When the agency has determined in writing that there is an absolute and demonstrated need to acquire the property through the vendor, as opposed to direct acquisition by the agency;

b. The agency has provided a means to identify the specific property, including line-item costs, acquired by the vendor for subsequent transfer to and control by the agency; and

c. The agency has, where necessary, specified the quality level of the commodity to be acquired and made provisions for warranty terms, service, and transfer of ownership.

47. **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.

48. **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 Utilities Director 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.

99. **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 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 inquires to:

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

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2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

    a. Standard: Contracts for more than the simplified acquisition threshold ($150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

    b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

    a. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.

    b. Applicablility. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

    a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

    b. Key Definitions.

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(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

   a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

   b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40

U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the next subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. As such, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work

done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by

FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ I; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally-required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ J; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4.

c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of

competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

> "(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
>
> (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
>
> (ii) Meeting contract performance requirements; or
>
> (iii) At a reasonable price.
>
> (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor

will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

FEDERAL FUNDING PROVISIONS AND FORMS

The COUNTY has or may apply to the Federal government (either directly or through an intervening agency) for funds which will be used to pay the selected Contractor or reimburse the County for payments made to Contractor under the Contract, including but not limited to the Federal Emergency Management Agency ("FEMA") under its public assistance program. The selected Contractor shall be familiar with and comply with all laws, rules, regulations and programmatic requirements of the applicable State and Federal agencies providing financial assistance, including but not limited to the Federal Emergency Management Agency ("FEMA") and its public assistance program, in the performance of work under the Contract. Accordingly, in addition to the terms and conditions otherwise contained in the purchase order or contract ("Contract") to which this Exhibit is attached, with respect to any and all goods, services, work, or other matters performed or provided by Contractor or its subcontractors under the Contract, the provisions of this Exhibit entitled "Disaster Relief and Recovery Provisions" attached hereto and incorporated herein by this reference shall apply. In the event of any conflict between the provisions of this Exhibit and the other terms and conditions contained in the Contract, the terms of this Exhibit shall apply. Contractor shall also comply with the terms and conditions of any federally funded subaward and grant agreement entered into between the COUNTY and the State of Florida.

INDEMNITY OF FUNDING ENTITIES

Contractor agrees to indemnify and hold harmless the State of Florida, the Federal Government and its agencies (including but not limited to the Federal Emergency Management Agency ("FEMA")) and the COUNTY, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', employees' and subcontractors' acts or omissions associated with this Contract.

SUSPENSION AND DEBARMENT (§200.213)

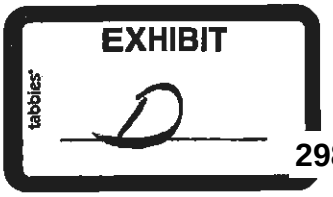
CONTRACTOR(s) with The COUNTY are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS §200.321

A. The COUNTY shall take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. Bidders shall complete the MBWB Participation Statement, attached as Attachment 9.

B. Affirmative steps shall include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;



- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime CONTRACTOR(s), if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (§60-1.4)

During the performance of this contract, the CONTRACTOR(s) agrees as follows:

A. The CONTRACTOR(s) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR(s) shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The CONTRACTOR(s) shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR(s), state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The CONTRACTOR(s) shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR(s) legal duty to furnish information.

D. The CONTRACTOR(s) shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR(s) commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The CONTRACTOR(s) shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The CONTRACTOR(s) shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the CONTRACTOR(s) non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR(s) may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The CONTRACTOR(s) shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each Sub- CONTRACTOR(s)or bidder. The CONTRACTOR(s) shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the CONTRACTOR(s) becomes involved in, or is threatened with, litigation with a Sub-CONTRACTOR(s)or bidder as a result of such direction, the CONTRACTOR(s) may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).

In compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), and under 40 U.S.C. 3702 of the Act, each CONTRACTOR(s) shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387)

For contracts and sub grants of amounts in excess of $150,000 the non-Federal CONTRACTOR(s) shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

COMPLIANCE WITH COPELAND "ANTI-KICKBACK"

A. CONTRACTOR(s). The CONTRACTOR(s) shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are

incorporated by reference into this contract.

B. Subcontracts. The CONTRACTOR(s) or Sub-CONTRACTOR(s) shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the Sub-CONTRACTOR(s) to include these clauses in any lower tier subcontracts. The prime CONTRACTOR(s) shall be responsible for the compliance by any Sub-CONTRACTOR(s) or lower tier Sub-CONTRACTOR(s) with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR(s) and Sub-CONTRACTOR(s)as provided in 29 C.F.R. § 5.12.

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

CONTRACTOR(s) shall file the required certification. Each tier certifies to the tier above that it shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tear up to the non-Federal award. Bidders shall complete the Certification Regarding Lobbying, attached hereto as Attachment 7.

REQUIRED FORMS BIDDING CHECKLIST – FEDERAL FORMS

☐ ANTI-COLLUSION AFFIDAVIT

☐ ANTI-LOBBYING AFFIDAVIT

☐ CONFLICT/NON-CONFLICT OF INTEREST/ LITIGATION STATEMENT

☐ CERTIFICATION REGARDING DEBARMENT, SUSPENSION,

☐ INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

☐ DRUG-FREE WORKPLACE AFFIDAVIT

☒

RFQ # 23-15-00 DESOTO COUNTY

ENGINEERING SERVICES / REPAIR OR REPLACEMENT OF BRIDGE 044033 ON SECOND BUNKER AVENUE

DESOTO COUNTY BOARD OF
COUNTY COMMISSIONERS

APRIL 13, 2023

EXHIBIT
tabbies
E

KCI TECHNOLOGIES, INC.
4041 Crescent Park Drive
Tampa, FL 33578

PRIMARY CONTACT
Ralph Verrastro, PE
239.216.1370 // ralph.verrastro@kci.com









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iv. Authorized Representative
v. Prime Firm
vi. Receipt of Addenda

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x. Drug-Free Workplace Affidavit
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xii. W-9

iii. Letter of Transmittal

KCI Technologies, Inc.
Ralph Verrastro, PE
4041 Crescent Park Drive
Tampa, FL 33578
239.216.1370
ralph.verrastro@kci.com

April 11, 2023

DeSoto County Board of County Commissioners
Purchasing Division
201 E. Oak Street, Suite 203
Arcadia, FL 34266

RE: Proposal Response to 23-15-00RFQ DeSoto County
Engineering Services / Repair or Replacement of Bridge #044033 on Second Bunker Avenue
DeSoto County, FL

Dear Selection Committee Members:

Ralph Verrastro, PE, will serve as the project manager and the primary contact person for DeSoto County related to this project. He can be contacted at 239.216.1370 or ralph.verrastro@kci.com. Rolando Corsa, PE, CBI, will serve as the bridge Engineer of Record and secondary contact person. He can be contacted at 813.767.0538 and rolando.corsa@kci.com. KCI Technologies Inc. (KCI), in association with Universal Engineering Services, is the best firm for this project because:

1. Ralph Verrastro, PE and Rolando Corsa, PE, CBI, have worked together on bridge and structural engineering projects in Florida for over 19 years.
2. KCI recently performed a cursory inspection of Bridge # 044033 to become more familiar with the damage caused by Hurricane Ian.
3. KCI and our subconsultant have worked together on other bridge replacement projects in Southwest Florida and we are prequalified by FDOT in work categories that include bridges, roadway, survey, hydraulics, utilities, geotechnical, miscellaneous structures, bridge inspection, bridge load rating and CEI.
4. KCI and our subconsultant value this opportunity to establish a working relationship with DeSoto County and will strive to function as a "seamless extension" of the County's public works staff.
5. We will provide expert technical advice with the attitude that we are part owners of this bridge.
6. KCI's staff has extensive experience providing bridge engineering services related to flood damaged bridges including negotiations with FEMA related to providing the required documentation for funding repairs and/or replacement of bridges.
7. KCI's staff has extensive experience inspecting and evaluating timber structures using non-destructive testing equipment including a patented drill resistance device that provides quantitative test results related to the condition of timber members' full depth.
8. KCI is approved by the Florida Board of Professional Engineers (FBPE) as a provider of continuing education courses. Ralph and Rolando have developed and provided training courses at engineering industry conferences on topics relevant to the expertise that will provide value to the County on this project that include:
   a. Bridge Structure Flood Emergency Training
   b. Flood Damaged Bridges
   c. Bridge Maintenance Management for Florida Municipalities

Respectfully submitted,

KCI Technologies, Inc.

Bayne Smith, PE
Senior Vice President

Ralph Verrastro, PE
Practice Leader - Bridges

iv. Authorized Representative

Give the name of the person(s) who will be authorized to make representations for the RFQ Respondent's prime firm, their titles, addresses and telephone numbers.

Project Representative
Ralph Verrastro, PE
Practice Leader - Bridges
4041 Crescent Park Drive
Tampa, FL 33578
239.216.1370
ralph.verrastro@kci.com

Firm/Contract Representative
Erick Fry, PE
Vice President
2160 Satellite Boulevard, Suite 130
Duluth, GA 30097
678.990.6200
erick.fry@kci.com

v. Prime Firm

KCI Technologies, Inc. (KCI) is a **100% employee-owned**, sub-chapter S corporation, which was incorporated in 1955 (68 years in business) in the state of Delaware. With revenues of approximately $440 million in 2022, the Engineering News-Record has consistently placed KCI among the top 100 consulting engineering firms in the country—currently ranked 48th. Today, the employee-owned, multi-disciplined engineering firm employs more than 2,000 people operating out of nearly 80 offices in 21 states - as well as the District of Columbia. The firm is headquartered in Sparks, Maryland.

Company Headquarter Address
936 Ridgebrook Road
Sparks, MD 21152

Company Website
www.kci.com

Office Servicing This Contract
Tampa
4041 Crescent Park Drive
Tampa, FL 33578

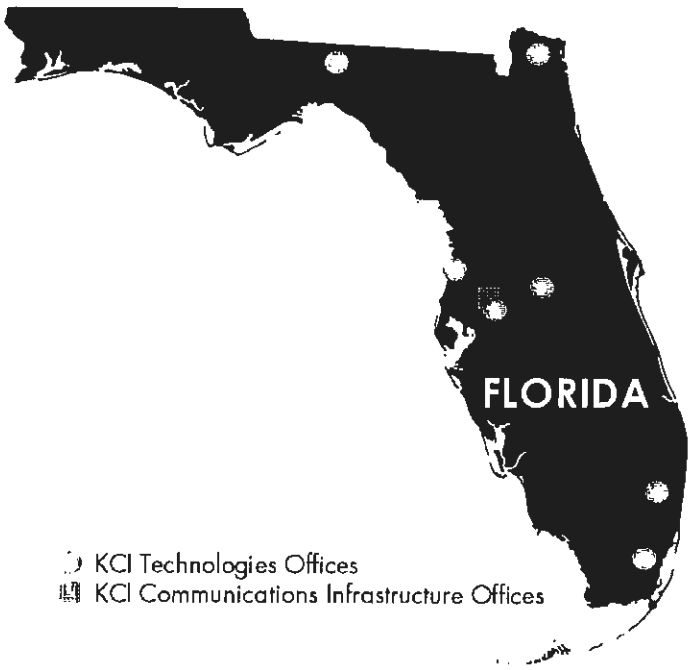
Prime Officers
KCI is a 100% employee-owned corporation

Christopher Griffith
President/COO

Nathan Beil
Chairman of the Board/CEO

Christine Koski
Senior Vice President, CFO and Treasurer

Bayne Smith
Senior Vice President/Corporate Secretary



vi. Receipt of Addenda

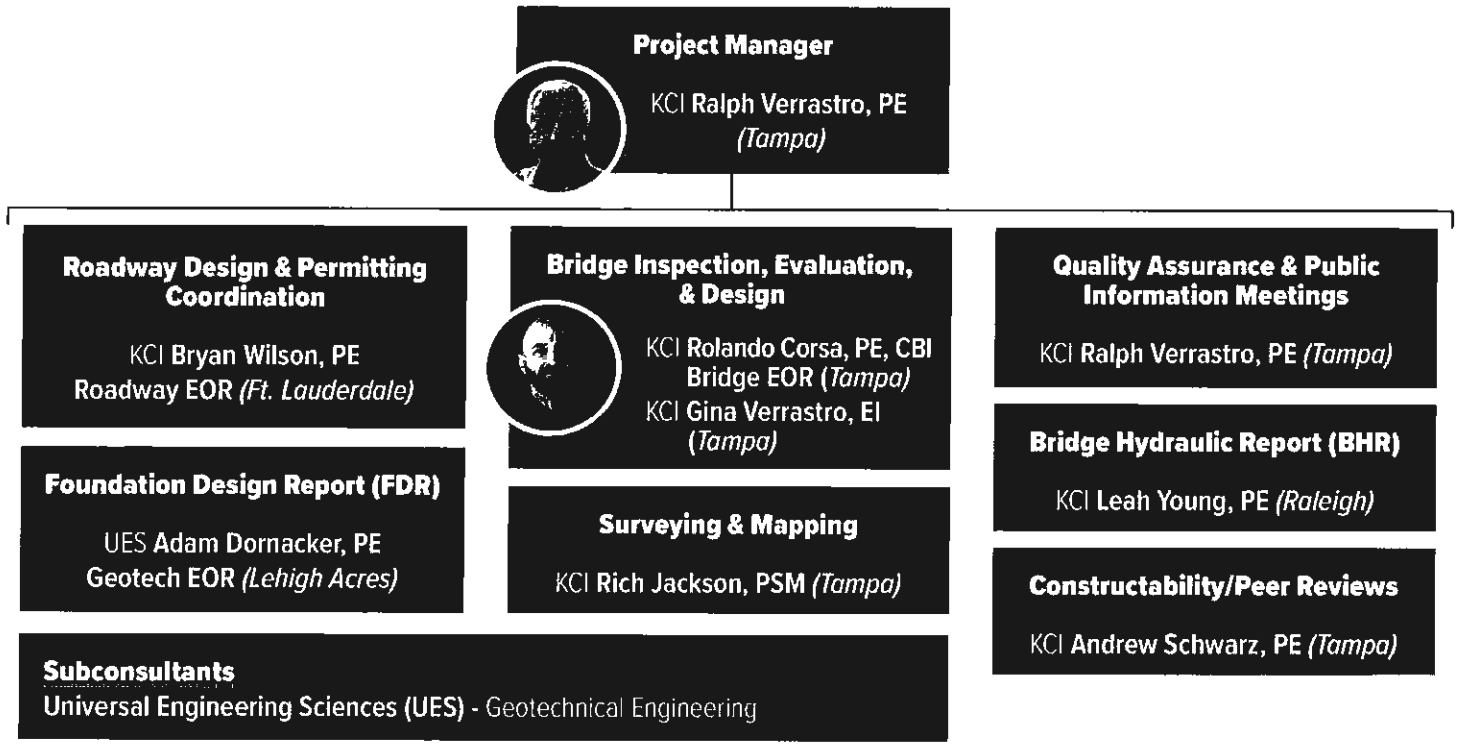
None posted.

B.

Key Personnel

i. Organization Chart
ii. Resumes of Key Personnel
iii. Organizational Methodology
iv. Availability

i. Organization Chart



About Our Team

Ralph Verrastro, PE, will serve as the project manager for this project, and he will be responsible for performing quality assurance (QA) of the project design documents. He will also take the lead for the design team at any Public Information Meetings that may be required. Ralph will lead the design team and ensure that all documents, plans, drawings, and specifications will meet or exceed the County's design requirements. As project manager, Mr. Verrastro will be responsible for the documentation of project communications between the County and the design team.

Rolando Corsa, PE, CBI, will serve as the bridge Engineer of Record for this project. He will be responsible for structural design and the supervision of the staff preparing of the structural drawings/details/specs. He will also participate in the inspection and the evaluation of the existing bridge. Rolando has been a bridge engineer and a Certified Bridge Inspector (CBI) since 2000 and is currently a Senior Project Manager with KCI in our Tampa office.

Gina Verrastro, EI, will serve as a bridge engineer/designer for this project. She will assist with inspection and evaluation of the existing bridge, structural design calculations and the preparation of the structural drawings/details. Ms. Verrastro has been providing bridge engineering services since 2017 and is currently a Bridge Engineer/Designer with KCI in our Tampa office.

Bryan Wilson, PE, will serve as the roadway Engineer of Record responsible for the staff performing the design of the roadway approaches, drainage design, traffic control plans, guard rail layout, permitting with the environmental agencies and utility coordination.

Rich Jackson, PSM, will be the project leader for the survey and mapping tasks. Mr. Jackson is a project surveyor with over 35 years of experience throughout the state of Florida working primarily with clients such as FDOT and local municipalities.

Leah Young, PE, will serve as the Engineer of Record for the hydrologic and hydraulic studies to support the design and provide a no-rise certification (if required) to conform to local, state, and federal rules. She will also determine the estimated flood elevations and scour depths for the design floods.

Adam Dornacker, PE, will serve as the geotechnical Engineer of Record for our subconsultant Universal Engineering Services (UES). His responsibilities will include preparing the Foundation Design Report (FDR) and coordinating and supervising engineering staff, drilling personnel, conducting foundation observations, and foundation design reviews.

Andrew Schwarz, PE, will provide constructability/peer reviews of KCI's reports and construction plans. These reviews will be independent and structured reviews to verify that the work requirements are clear, the documents are coordinated and that they assist the contractor in bidding, construction, and project administration to result in reduced impacts to the project.



Ralph Verrastro, PE

Project Manager

47
Years of Exp.

9
Years with KCI

Registrations / Certifications
PE / FL / 39784

Education
BS / Civil Engineering / Cornell University

AS / Engineering Science / Broome Community College

Mr. Verrastro, PE, specializes in the design, inspection, evaluation, technical supervision, and quality assurance/quality control for design and construction phase services for projects related to bridges and miscellaneous structures. His career includes bridge design experience throughout the United States, and he is a registered Professional Engineer in 37 states. Mr. Verrastro is a technical expert in the use of fast-track repair/replacement methods using prefabricated bridge components also known as Accelerated Bridge Construction. He has extensive experience in the evaluation and repair of bridges including historic metal truss bridges and concrete arch bridges. He served as the Specialty Structural Engineer for over 500 bridge structures throughout the USA working as a consultant to precast concrete manufacturers. He frequently provides technical presentations on engineering topics at industry conferences including the International Bridge Conference and the National Accelerated Bridge Construction Conference. Mr. Verrastro received the statewide Engineer of the Year Award from the Florida Engineering Society (FES) in 2018.

Charlotte County, Ainger Creek (CR 775) Bridge Rehabilitation - Charlotte County, FL. Principal-in-Charge. KCI Technologies prepared comprehensive bridge rehabilitation design plans for this bridge. The superstructure for the Ainger Creek Bridge is a continuous, four-span, cast-in-place concrete slab bridge with a total length of approximately 116 feet. The superstructure is supported on pile bents that consist of cast-in-place concrete caps and prestressed concrete piles. The bridge was constructed in 1981 and was widened in 2002. The repairs included: concrete spall repairs, rip rap repair/replacement, undermining repairs at end bents, sidewalk repair/replacement, guard rail replacement, pedestrian railing replacement, expansion joint replacement, and bridge deck repairs.

Charlotte County, Emil Sweptson (CR 776) Bridge Rehabilitation - Charlotte County, FL. Principal-in-Charge. KCI Technologies prepared comprehensive bridge rehabilitation design plans for this bridge. The superstructure for the Emil Sweptson Bridge is a continuous, 12 span, cast-in-place concrete slab bridge with a total length of approximately 390 feet. The superstructure is supported on pile bents that consist of cast-in-place concrete caps and prestressed concrete piles. The bridge was constructed in 1980. The repairs included: concrete spall repairs, rip rap repair/replacement, undermining repairs at end bents, sidewalk repair/replacement, guard rail replacement, pedestrian railing replacement, expansion joint replacement, and bridge deck repairs.

City of Bonita Springs, Miscellaneous Structural Engineering Services - Bonita Springs, FL. Project Manager. KCI was selected by the City of Bonita Springs to provide "on-call" bridge/structural engineering services under a continuing professional services agreement in July of 2018. A recent assignment included the preliminary design of five new pedestrian bridges that will be part of two new multi-use trails on Cochran Road and Pauling Lane. Mr. Verrastro served as the Structural Project Manager for this contract between 2018 to 2022. KCI was selected by the City of Bonita Springs to provide "on-call" bridge/structural engineering services under a continuing professional services agreement in July 2018. A recent assignment included the inspection/evaluation of eight bridges and the preparation of bridge repair plans.

City of Naples, Professional Services Library of Consultants - Naples, FL. Principal-in-Charge. KCI Technologies was selected by the City of Naples, FL to provide "on-call" engineering services under a continuing services agreement in 2019. The potential projects are from the five-year Capital Improvement Program. Currently, we have been selected for 4 projects under this contract that involve bridge inspections, evaluations, and design of bridge repairs.



Rolando Corsa, PE, CBI

Bridge Engineer of Record

KCI

23
Years of Exp.

9
Years with KCI

Registrations / Certifications
PE / FL 73191

CBI / 408

Education
BS / Civil Engineering / University of South Florida

Mr. Corsa has worked on bridge engineering projects in Florida since 2004. He has been responsible for the design of new and replacement bridges and the inspection, evaluation, and rehabilitation design of existing bridges. His bridge experience includes the design of 3- and 4-sided concrete box culverts, precast concrete frame bridges, prestressed concrete slabs, prestressed concrete AASHTO and FL-I beams, cast-in-place concrete box post-tensioned bridges, composite steel rolled beam and welded girder bridges, and the inspection and load rating of movable bridges. Mr. Corsa's experience also includes designing miscellaneous transportation structures such as sign and mast arm structures, weirs, temporary bridge steel support towers, and sheet pile walls.

Charlotte County, Ainger Creek (CR 775) Bridge Rehabilitation - Charlotte County, FL. Project Manager. KCI Technologies prepared comprehensive bridge rehabilitation design plans for this bridge. The superstructure for the Ainger Creek Bridge is a continuous, four-span, cast-in-place concrete slab bridge with a total length of approximately 116 feet. The superstructure is supported on pile bents that consist of cast-in-place concrete caps and prestressed concrete piles. The bridge was constructed in 1981 and was widened in 2002. The repairs included: concrete spall repairs, rip rap repair/replacement, undermining repairs at end bents, sidewalk repair/replacement, guard rail replacement, pedestrian railing replacement, expansion joint replacement, and bridge deck repairs.

Charlotte County, Emil Sweptson (CR 776) Bridge Rehabilitation - Charlotte County, FL. Project Manager. KCI Technologies prepared comprehensive bridge rehabilitation design plans for this bridge. The superstructure for the Emil Sweptson Bridge is a continuous, 12 span, cast-in-place concrete slab bridge with a total length of approximately 390 feet. The superstructure is supported on pile bents that consist of cast-in-place concrete caps and prestressed concrete piles. The bridge was constructed in 1980. The repairs included: concrete spall repairs, rip rap repair/replacement, undermining repairs at end bents, sidewalk repair/replacement, guard rail replacement, pedestrian railing replacement, expansion joint replacement, and bridge deck repairs.

City of Bonita Springs, Miscellaneous Structural Engineering Services - Bonita Springs, FL. Structural Engineer. KCI was selected by the City of Bonita Springs to provide "on-call" bridge/structural engineering services under a continuing professional services agreement in July of 2018. A recent assignment included the preliminary design of five new pedestrian bridges that will be part of two new multi-use trails on Cochran Road and Pauling Lane. Mr. Corsa served as the Structural Engineer of Record. KCI was selected by the City of Bonita Springs to provide "on-call" bridge/structural engineering services under a continuing professional services agreement in July 2018. A recent assignment included the inspection/evaluation of 8 bridges and the preparation of bridge repair plans.

City of Naples, Professional Services Library of Consultants - Naples, FL. Project Manager. KCI Technologies was selected by the City of Naples, FL to provide "on-call" engineering services under a continuing services agreement in 2019. The potential projects are from the five-year Capital Improvement Program. Currently, we have been selected for 4 projects under this contract that involve bridge inspections, evaluations, and design of bridge repairs. Mr. Corsa served as the Structural Project Engineer for this contract between 2018 to 2021.

Charlotte County, Babcock Ranch Entrance Bridge - Charlotte County, FL. Project Manager. KCI was hired by Kitson & Partners to design the signature entrance bridge for this new town in Charlotte and Lee Counties that is planned to have 19,000 new homes. The bridge was designed with numerous aesthetic embellishments including steel trusses on the bridge fascia to provide the appearance of a historic bridge.



Gina Verrastro, EI

Bridge Designer

KCI

6
Years of Exp.

6
Years with KCI

Registrations / Certifications
EI / FL / 1100022972

Education
BS / Civil Engineering / Florida Gulf Coast University

BA / Mathematics / SUNY University at Buffalo

Ms. Verrastro has been providing bridge engineering services since 2017 and is currently a Bridge Designer with KCI. Her experience in bridge engineering has involved the design of new bridges and transportation signal/sign structures, the inspection and rehabilitation of existing bridges, and the inspection and load rating of bridges per FDOT requirements. She provides coordination, design, condition inspection, and construction inspection services for bridges, retaining walls, docks, and transportation structures. Her new bridge design experience has included simple and complex superstructure types, including 3- and 4-sided concrete box culverts, simple and continuous concrete slabs, simple and continuous composite steel rolled beams and welded plate girders, steel trusses, precast concrete arch elements, prestressed adjacent slab units with transverse post-tensioning for simple spans, prestressed concrete composite AASHTO and FL I-beam. Rehabilitation design experience has included the in-depth inspection, load ratings, and preparation of rehabilitation plans for bridge superstructure types that included steel rolled beams, welded plate girders, simple and continuous steel through and pony trusses, filled spandrel concrete arch bridges, concrete tee beams, concrete slabs, prestressed concrete slab beams, prestressed channel and tee beams, prestressed concrete AASHTO beams.

Charlotte County, Ainger Creek (CR 775) Bridge Rehabilitation - Charlotte County, FL. Bridge Designer. KCI prepared comprehensive bridge rehabilitation design plans for this bridge. Gina served as a Bridge Designer, performing tasks that included performing condition inspections, developing design details, preparing cost estimates, and performing inspections during construction. The superstructure for the Ainger Creek Bridge is a continuous, 4-span, cast-in-place concrete slab bridge with a total length of approximately 116 feet. The superstructure is supported on pile bents that consist of cast-in-place concrete caps and prestressed concrete piles. The bridge was constructed in 1981 and was widened in 2002. The repairs included: concrete spall repairs, rip rap repair/replacement, undermining repairs at end bents, sidewalk repair/replacement, guard rail replacement, pedestrian railing replacement, expansion joint replacement, and bridge deck repairs.

Charlotte County, Emil Sweptson (CR 776) Bridge Rehabilitation - Charlotte County, FL. Bridge Designer. KCI prepared comprehensive bridge rehabilitation design plans for this bridge. Gina served as a Bridge Designer, performing tasks that included performing condition inspections, developing design details, preparing cost estimates, and performing inspections during construction. The superstructure for the Emil Sweptson Bridge is a continuous, 12-span, cast-in-place concrete slab bridge with a total length of approximately 390 feet. The superstructure is supported on pile bents that consist of cast-in-place concrete caps and prestressed concrete piles. The bridge was constructed in 1980. The repairs included: concrete spall repairs, rip rap repair/replacement, undermining repairs at end bents, sidewalk repair/replacement, guard rail replacement, pedestrian railing replacement, expansion joint replacement, and bridge deck repairs.

City of Bonita Springs, Bridge Maintenance Repairs - Bonita Springs, FL. Bridge Designer. KCI prepared comprehensive bridge rehabilitation design plans for eight bridges. Gina served as the lead Bridge Designer performing tasks that included performing condition inspections, developing design details for repairs, preparing bridge repair plans and specifications, preparing cost estimates, and performing inspections during construction. The typical repairs included: wearing surface replacement using waterproofing membranes, concrete spall repairs, rip rap repair/replacement, undermining repairs at end bents, sidewalk repair/replacement, guard rail replacement, pedestrian railing replacement, expansion joint replacement, and bridge deck repairs.



Bryan Wilson, PE

Roadway Engineer of Record

KCI

37
Years of Exp.

23
Years with KCI

Registrations / Certifications
PE / FL / 43447

Education
BS / Civil Engineering / Auburn University

Mr. Wilson has extensive experience in the design and management of highway transportation projects in Florida and South Carolina. Mr. Wilson joined the consultant industry in 1994 after nine years with the FDOT. His project experience encompasses all aspects of highway design from pavement rehabilitation to limited access interchanges and managed-lane facilities delivered in both bid-build and design-build formats.

Florida Department of Transportation District Four, Andrews Avenue Extension - Segment 5 - Pompano Beach, FL. Project Manager. KCI was the lead design consultant tasked with the development of complete construction plans and specifications. Andrews Avenue was reconstructed as a divided four-lane urban typical section and required significant right-of-way acquisition. The project was constructed between SW 3rd Street and Atlantic Boulevard in Pompano Beach, FL and included upgrading the signalized intersection at SW 3rd Street, ADA ramp improvements, sidewalk construction, drainage improvements, signing and pavement marking, utility coordination, permitting and landscape design. Mr. Wilson's responsibilities included the design and permitting of a new closed storm drainage system and retention pond system, two signalized intersections, signing and marking plans, landscape plans, and a new roadway lighting system.

Florida Department of Transportation District Four, Andrews Avenue Streetscape - Broward County, FL. Project Manager. KCI's involvement with the creation Andrews Avenue in Broward County began in 2001, with a PD&E study followed by the design of Segments 1, 2, 3, and 5.

City of North Miami, Arch Creek Bike Path and Pedestrian Bridge LAP Project - North Miami, FL. Project Manager. The Arch Creek Bike Path and Pedestrian Bridges was a LAP project for the City of North Miami. This was an addition of designated bike lanes, milling and resurfacing, and the construction of two single-span steel truss pedestrian bridges along the Arch Creek bicycle/shared-use path. These bridges connected NE 135th Street and the FIU Biscayne Bay Campus in the City of North Miami, Florida. The project proposed to add designated bike lanes for both eastbound and westbound traffic along NE 135th Street. It also proposed to mill and resurface the westbound lane of NE 135th Street from east of Biscayne Boulevard to Bay Vista Boulevard, as well as overlay the existing pavement to create a shared-use path along Bay Vista Boulevard which connects the Arch Creek Neighborhood of North Miami to the FIU Biscayne Bay Campus. As part of the project, new signs, pavement markings, and decorative bollards were proposed.

Pompano Beach CRA, Atlantic Boulevard Streetscape - Pompano Beach, FL. Design Engineer. This corridor CRA project was a one-mile redevelopment enhancement project. KCI developed streetscape concepts through construction drawings including hardscapes, site amenities, planting and irrigation plans, details and specifications and provided construction inspection. Mr. Wilson prepared engineering design plans for milling, resurfacing, widening, and incorporation of safety and aesthetic enhancements.

Florida Department of Transportation District Four, SR 714 / SW Martin Highway from Citrus Boulevard to SW Martin Downs Boulevard PD&E Services - Martin County, FL. Project Manager. The project involved widening a rural two-lane roadway to a four-lane divided urban roadway. Project tasks included signalization, signing and pavement marking, lighting, and utility coordination. Right-of-way acquisition was required on four parcels, as well as on construction easements and permanent easements. Mr. Wilson served as project manager for the roadway design elements of the PD&E study and final design.



Rich Jackson, PSM

Survey Manager

KCI

38
Years of Exp.

5
Years with KCI

Registrations / Certifications
PSM / FL / LS6719

Education
Coursework / Civil Engineering / The Ohio State University

Coursework / Business Administration / Franklin University

Mr. Jackson's professional experience spans from public sector clients such as city/ county municipalities and Florida Department of Transportation, to institutional clients such as hospitals, public schools and universities, as well as private sector clients. His specialized skills include boundary surveying (including ALTA/NSPS land title surveys), residential and commercial boundary surveys, topographic surveying (including civil engineering design surveys), construction surveying including public and private projects, roadway layout, highway layout, utility layout, as-built surveys, legal descriptions and sketch of descriptions including public, private and utility easements, as well as expert witness, business development and marketing, training and development of field and office technicians, executive leadership and administrative management, development and execution of business plans and marketing plans for professional services.

Hillsborough County, CEI for Citrus Park Drive Extension from Countryway Boulevard to Sheldon Road, Tampa, FL. Survey Manager. The project consists of extending Citrus Park Drive to connect Countryway Boulevard to Sheldon Road by adding a 2.73 mile section of four-lane, divided urban road. The corridor will have two 11-foot lanes, a six-foot "buffered" bicycle lane, and sidewalks in both directions. New traffic signals will be installed at the new Fawn Ridge Boulevard intersection and at the entrance of Deer Park Elementary. Included in the project are landscaped medians, drainage improvements, pedestrian safety features, water and wastewater infrastructure, and an upgraded ITS system. The project also consists of 58 acres of wetland mitigation creation. This project provides pedestrian and bicycling connectivity to other neighborhoods and will alleviate traffic volumes.

Tampa Electric Company, Dana Shores Underground, Tampa, FL. Surveyor. KCI surveyors prepared base mapping and permits for a major power distribution project in Dana Shores for Tampa Electric Company. The project included topographic surveys, including the location of existing underground utilities marked by the KCI SUE group prior to the survey. Permit drawings were prepared in accordance with City of Tampa permitting requirements and Construction staking was provided at the time of construction.

Continuing Survey Services, Orange County Public Schools, Orange County, FL. Project Surveyor. Mr. Jackson worked with Orange County Public Schools under a continuing surveying services contract for more than nine years. During that time, he was responsible for directing professional surveyors, technicians, and survey field crews in preparation of boundary surveys, topographic surveys for design, as-built surveys, and the review of title report information to report conflicts and discrepancies to the District staff. He was also responsible for preparing written legal descriptions and sketches of descriptions for school boundaries and easements when needed.

I-75 (SR 93A), Florida Department of Transportation District 7, Hillsborough County, FL. Project Surveyor. Mr. Jackson reported directly to the project manager, provided coordination and direction for field and office staff to recover and verify the existing alignment and horizontal control, established site benchmarks and prepared topographic surveys of roadway, fore-slopes, median crossings, wetlands and four bridge clearance surveys within portions of the 12-mile project area located on I-75 from the Manatee County/Hillsborough County line to north of CR 572.

FEMA Transmission and Distribution Design Services, Lee County Electric Cooperative, North Fort Myers, FL. Project Surveyor. KCI provided transmission and distribution design services related to FEMA for this project.



Leah Young, PE

Bridge Hydraulic Engineer

KCI

20
Years of Exp.

7
Years with KCI

Registrations / Certifications
PE / GA / 041396
PE / NC / 033860
PE / SC / 33847
PE / VA / 0402050608

Education
BS / Civil Engineering / Virginia Polytechnic Institute and State University

Ms. Young has more than 19 years of experience in water resources planning and hydraulic/hydrologic engineering projects throughout North Carolina, Virginia and elsewhere. This experience has involved hydraulic modeling of watersheds, streams, bridges, and culverts; storm water management studies; land development planning and design; terrain mapping; and surveying. Her hydraulic modeling experience has involved the use of HEC-RAS, HEC-HMS, XPSWMM, EPA SWMM, PondPack, StormNET and Flowmaster.

North Carolina Department of Transportation, B-5666 Bridge 47 over Seaboard Coast Line Railroad on US 117 - Wilson County, NC. Hydraulic Design Engineer. This bridge replacement project consisted of major utility coordination efforts due to the utilities located within the corridor. A significant amount of utility relocations were needed to accommodate the bridge widening and drainage improvements. NCDOT intended to replace bridge #47 over Seaboard Coast Line Railroad on US 117 in Wilson County. The proposed structure was a three-span, 190.5' long girder bridge. KCI was responsible for roadway, drainage, erosion control design, utility relocation and permitting. Ms. Young serves as the engineer of record for the drainage design. She was also responsible for the QA/QC of the erosion control design and permit drawings for NCDOT.

North Carolina Department of Transportation, B-5703 Bridge 60 over Lower Little River on US 401 - Cumberland County, NC. Hydraulic Engineer. NCDOT replaced bridge #60 carrying US 401 over the Little River. The project was located within a FEMA regulated stream containing a limited detailed study. The proposed three-span bridge was 197-foot long with two 12-foot travel lanes and 4-foot shoulders. KCI was responsible for all aspects of design, including roadway, hydraulics, drainage, structures, scour analysis, permitting and utility coordination.

North Carolina Department of Transportation, Division 13B Express Design-Build, Year 8 - Burke, McDowell, and Rutherford Counties, NC. Hydraulic Design Engineer. KCI provided project management, roadway, hydraulic, erosion control, permitting, utility coordination, structures, and traffic control designs for the replacement of five bridges. KCI also provided post construction surveying services for the development of as-built plans and set all right of way and easement markers at each of the sites. KCI's water/wastewater team also performed additional work on this project for the design and relocation of a private utility's waterline that was being impacted on one of the sites.

City of Roswell, Hardscrabble Multi Use Trail - Roswell, GA. Hydraulic Engineer. As part of KCI's ongoing On-Call Contract with the City of Roswell, KCI has been assigned a task order to design a multi-use path on Hardscrabble Road from Whittingham Place to King Road. During the project kickoff, KCI met with the City to walk the project and discuss whether the path should be placed on the north or the south side of the road. During the site visit, KCI suggested a mix of the two in order to utilize an already in place eight-foot path on the south side that would reduce the cost for the City. During the concept development, the City increased the scope by adding signal improvements at King Road. KCI has completed two concepts and costs for the project. The City is currently reviewing which concept they would like to move forward with. KCI is responsible for the survey database including SUE-QLB, concept development and geometric design, plan development, stormwater analysis, utility coordination, for the multi-use path.



Andrew Schwarz, PE

Constructability/Peer Reviews

KCI

9
Years of Exp.

5
Years with KCI

Registrations / Certifications
PE / FL / 86265
PE / LA / 43030
ASBI Certified Grouting Technician
Level II Bonded PT Field Specialist

Education
BS / Civil Engineering / University of Florida

Mr. Schwarz is a highly skilled project engineer, whose experience includes pre-cast and cast-in-place segmental bridges (casting yard and form traveler), quality control of concrete mix and testing, grouting of post-tensioning tendons and disc bearings, as well as AutoCAD, specializing in advanced 3D modeling/ design, design and retrofit of temporary structures and modeling permanent concrete structures. Mr. Schwarz is also proficient in subcontractor and vendor management and negotiation.

Florida Department of Transportation District Six, I-95 Segment 3 Post-Design Services - Fort Lauderdale, FL. Structural Engineer. The scope of work included design to replace all concrete pavement within the I-95 corridor in a three-mile long section from NW 29th Street to NW 79th Street in Miami-Dade County. KCI was responsible for the development of conceptual roadway plans, striping plans, signing and marking plans, rigid pavement design, and a typical section package for the project.

City of Clearwater, Allens Creek - Clearwater, FL. Structural Engineer. KCI provided construction bid documents for an aerial crossing of an 8" gravity sanitary sewer line spanning across Allen's Creek where the existing 96"CMP storm sewer was to be removed. The removal of the drainage pipe was part of a County project. The City sanitary design was bid along with the County project with a single contractor selected.

City of Sunny Isles Beach, Collins Avenue Utility Undergrounding - Sunny Isles Beach, FL. Structural Engineer. KCI oversaw part one of a three-part phase project, which consisted of moving trench and installing utility conduits from above to underground. This was a joint participation with Comcast, Atlantic Broadband, Hotwire Communications, FPL and the City of Sunny Isles Beach. Work included nightly roadway closures and deviation in order for crews to access the current assigned area to removing existing road material, trenching underground, installing conduits, adding allowable concrete or cement, and later asphalt that reopened the roadway for the visitors and citizens traveling through a main thoroughfare A1A/Collins Avenue.

Georgia Department of Transportation, I-16 at I-95 Interchange Design-Build Contractor Services - Chatham County, GA. Project Manager. The project will improve traffic flow and enhance safety along both interstate highways and into Georgia's growing port in Savannah. The project also will include the widening of I-16 from I-95 to I-516, and the rebuilding of the two congested on/off ramps on the west side of the interchange to provide smoother, more direct connections. KCI provided contractor support services to the JV on this project.

Virginia Department of Transportation Central Office, I-64 Southside Widening and High Rise Bridge (Phase 1) Contractor Services - Chesapeake, VA. Project Manager. Mr. Schwarz handled all client communications for over 40 tasks on over five different bridges. Some of the tasks included temporary sheet pile and soldier pile shoring walls, girder erection plans, seven pile template designs, column cage stability analyses, lifting lugs and anchor bolts, demolition plans, overhang bracket design, fall protection lifeline, temporary timber sign supports, and cofferdams.

Charleston Water System, Charleston Pump Station Cofferdam - Charleston, SC. Structural Engineer. KCI designed a pile driving template with multiple configurations to drive 77 piles for a pump station which will be used to improve drainage into a 42-foot diameter outfall shaft in downtown Charleston, SC. This project also included catwalk, fall protection, custom lifting device design, and a pile follower to drive piles prior to 40 feet of excavation.



Adam Dornacker, PE

Foundation Deign Engineer

UES

9
Years of Exp.

9
Years with EUS

Registrations / Certifications
PE / FL / 85319

ACI Concrete Field Testing Technician - Grade I

ACI Concrete Construction Special Inspector - #01291809

OSHA 10-Hour

Education
BS / Civil Engineering / Florida Gulf Coast University

Mr. Dornacker has nine years of experience in his field. His expertise includes foundation design analysis and recommendations, foundation installation monitoring, and field and laboratory testing of soil and concrete. Mr. Dornacker is responsible for managing and coordinating all work performed by the Geotechnical Department. His responsibilities include preparing and reviewing geotechnical and materials engineering inspection reports, coordinating and supervising engineering staff and drilling personnel, and conducting foundation observations, foundation design reviews, and geotechnical instrumentation monitoring, and reviewing and signing materials testing reports.

Caloosahatchee Connect - Fort Myers/Cape Coral, FL. Geotechnical Engineer. This project will serve to connect a reclaimed water transmission pipeline from the City of Fort Myers to the City of Cape Coral just south of the Midpoint Bridge. The transmission pipeline will be installed underneath the Caloosahatchee River using large-scale directional drilling operations. The 7,600-foot reclaimed water transmission main will be the largest and longest subaqueous horizontal directional drill project using fusible polyvinyl chloride pipe (FPVC) in the United States. Mr. Dornacker was the lead Geotechnical engineer for the project and was responsible for the coordination of drilling operations, review of soil samples, review of laboratory testing (including direct shear and consolidation testing), and generation of geotechnical report and recommendations. Geotechnical borings were completed in the Caloosahatchee River using a truck-mounted drilling rig atop a push barge with specially designed platforms, borings were performed to depths exceeding 120 feet below the water line.

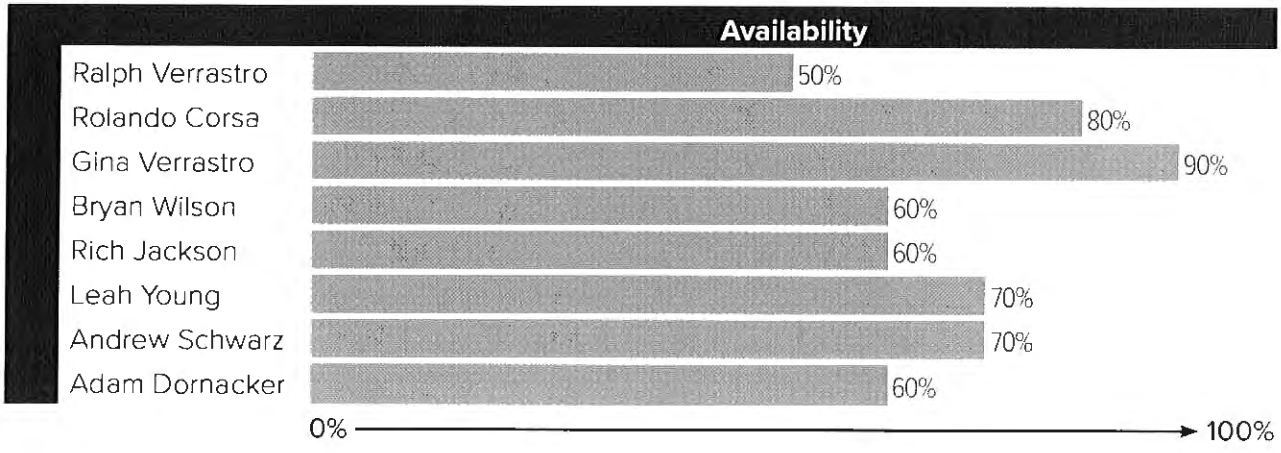
Golden Gate Bridge Over Santa Barbara Canal - Naples, FL. Geotechnical Engineer. This project consists of the phased demolition of the existing bridge along Golden Gate Parkway and the new construction of a four-lane, two-way bridge over the Santa Barbara Canal. Mr. Dornacker coordinated completion of the geotechnical borings to depths of 100 feet below ground surface, as well as the GPR survey and MOT operations. Mr. Dornacker also reviewed the geotechnical findings and generated report recommendations to include foundation piling recommendations in accordance with FDOT standards.

Yellow Bird Street Roadway Widening - Marco Island, FL. Geotechnical Engineer. This project consisted of roadway improvements to widen Yellowbird Street from Bald Eagle Drive to N. Collier Boulevard, a distance of approximately 3,800 feet. The improvements are to widen the pavement to 11-foot travel lanes and add a new four-foot wide paved shoulder along both sides of roadway. Mr. Dornacker performed hand auger soil borings, classified soils, and coordinated the completion of the geotechnical report for the project.

iii. Organizational Methodology

KCI's organizational methodology in selecting the proposed key staff for this project is quite simple—we propose to have KCI in-house staff be responsible for over 95% of the engineering services. This approach maintains KCI's high quality and responsive customer service approach. We are proposing highly experienced key staff including project manager, Ralph Verrastro, PE, and bridge Engineer of Record, Rolando Corsa, PE, CBI, who have worked together on bridge repair and bridge replacement projects in Florida for over 19 years. In addition, Gina Verrastro, EI, who will serve as our lead bridge design engineer, has worked directly with Ralph and Rolando on numerous bridge projects for the past six years. The remainder of the proposed staff for the bridge, roadway, survey, and hydraulics engineering tasks are all in-house KCI staff that have helped support our key bridge staff members on many other bridge projects which will facilitate the coordination of this design project. KCI has worked with our subconsultant, Universal Engineering Sciences, for the geotechnical engineering services on numerous projects over the past 19 years and we are currently working with them on three other bridge replacement projects.

iv. Availability



C.

Similar Experience/ References

i. Similar Projects
ii. References
iii. Prime/Sub Project History
iv. Additional Experience

The following are relevant project examples showing the project experience for KCI. We have provided the names and contact information in some of the examples that serve as references for KCI's key staff. None of these projects included any change orders that were a result of errors or omissions on the part of KCI. In addition, all these projects were delivered on time and within budget. Any minor construction issues that came up were rectified in a timely fashion.

1 Rotonda West Bridge Repairs (FDOT # 014111 and 014113)

Charlotte County, FL



KCI has been working with Charlotte County's public works staff for the past year on repair plans for these bridges. KCI had just submitted 60% bridge repair plans to the County for review for both bridges when Hurricane Ian hit southwest Florida. KCI's staff performed an emergency inspection after the hurricane and recommended bridge closure for Bridge # 014113 (shown in the photo). KCI was recently selected by Charlotte County to perform additional engineering services that include inspecting and evaluating the repair and replacement alternatives for Bridge #014113 for review by FEMA for funding the preferred alternative.

Engineering Design: 2023

Construction Completed: Est. 2025

Project Roll:
KCI — Bridge inspections; Repair/replacement alternatives
UES — Geotechnical EOR

Engineering Cost: $250k | **Construction Cost:** $1.2M

Key Personnel:
Ralph Verrastro, Rolando Corsa, Gina Verrastro, Bryan Wilson, Rich Jackson, Andrew Schwarz, Adam Dornacker

2 Chokoloskee Bridge and Causeway

Collier County, FL



KCI performed an emergency inspection of the Chokoloskee Island access bridge and causeway roadway after being damaged by Hurricane Ian. KCI also prepared emergency repair plans related to erosion damage to the roadway and bridge elements including the concrete block slope protection, roadway embankment, shoulder pavement, drainage structures and the sheet pile sea wall.

Engineering Design: 2022

Construction Completed: 2023

Key Personnel:
Ralph Verrastro, Rolando Corsa, Gina Verrastro, Bryan Wilson, Rich Jackson

Project Roll:
Bridge inspections/repairs; roadway repairs

Engineering Cost: $87k

Construction Cost: $250k

3 South Gulf Cove Bridge Widenings

Charlotte County, FL



KCI is substantially complete with bridge plans for repairs and the widening of four bridges (FDOT #s 014053, 014054, 014055, 014056) in South Gulf Cove in Charlotte County. The superstructures for the four bridges have five 24-foot spans and consist of adjacent, prestressed, concrete voided slab beams with asphalt wearing surfaces and non-standard traffic railings. The superstructures are supported on pile bents that consist of cast in place concrete caps and prestressed concrete piles. The bridges span navigable waterways and were constructed circa 1976. These bridges are being widened to provide sidewalks on the bridges and includes the replacement of the non-standard bridge railings and approach guard rails.

Engineering Design: 2023

Construction Completed: Est. 2024

Key Personnel: Ralph Verrastro, Rolando Corsa, Gina Verrastro, Bryan Wilson, and Andrew Schwarz

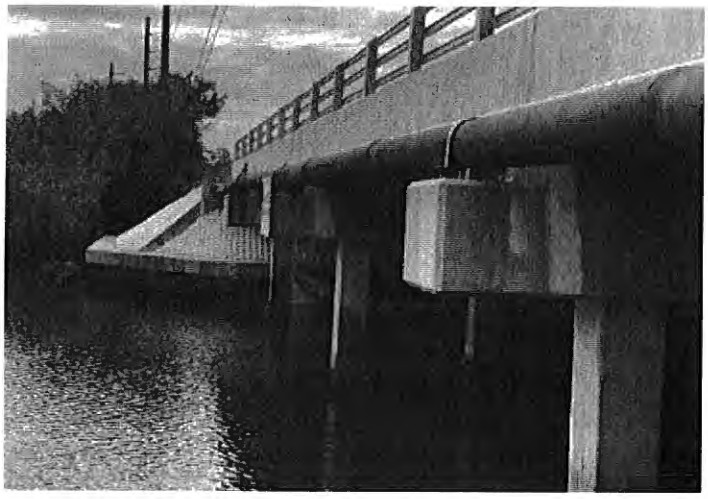
Project Roll: Bridge design and inspections

Engineering Cost: $245k

Construction Cost: $4M

4 Ainger Creek (CR 775) Bridge Rehabilitation

Charlotte County, FL



KCI prepared comprehensive bridge rehabilitation design plans for this bridge. The superstructure for the Ainger Creek Bridge is a continuous, four-span, cast-in-place concrete slab bridge with a total length of approximately 116 feet. The superstructure is supported on pile bents that consist of cast in place concrete caps and prestressed concrete piles. The bridge was constructed in 1981 and was widened in 2002. The repairs included concrete spall repairs, rip rap repair/replacement, undermining repairs at end bents, sidewalk repair/replacement, guard rail replacement, pedestrian railing replacement, expansion joint replacement, and bridge deck repairs.

Engineering Design: 2018

Construction Completed: 2019

Key Personnel: Ralph Verrastro, Rolando Corsa, Gina Verrastro

Project Roll: Bridge design

Engineering Cost: $81k

Construction Cost: $380k

5 Emil Sweptson (CR 776) Bridge Rehabilitation

Charlotte County, FL



KCI prepared comprehensive bridge rehabilitation design plans for this bridge. The superstructure for the Emil Sweptson Bridge is a continuous, 12-span, cast-in-place concrete slab bridge with a total length of approximately 390 feet. The superstructure is supported on pile bents that consist of cast in place concrete caps and prestressed concrete piles. The bridge was constructed in 1980. The repairs included concrete spall repairs, rip rap repair/replacement, undermining repairs at end bents, sidewalk repair/replacement, guard rail replacement, pedestrian railing replacement, expansion joint replacement, and bridge deck repairs.

Engineering Design: 2019

Construction Completed: 2020

Engineering Cost: $88k

Construction Cost: $420k

Key Personnel: Ralph Verrastro, Rolando Corsa, Gina Verrastro

Project Roll: Bridge design/repair

6 Miscellaneous Structural Engineering Services

Bonita Springs, FL



KCI was selected by the City of Bonita Springs to provide "on-call" bridge/structural engineering services under a continuing professional services agreement in July of 2018. We recently completed bridge repair plans for seven bridges in the City of Bonita Springs, FL. The typical repairs included deck repairs, concrete patching repairs, riprap replacement, expansion joint replacement and replacement of asphalt wearing surface.

Engineering Design: 2023

Construction Completed: 2023

Key Personnel: Ralph Verrastro, Rolando Corsa, Gina Verrastro, Bryan Wilson

Project Roll: Bridge inspections; Repair/ replacement alternatives

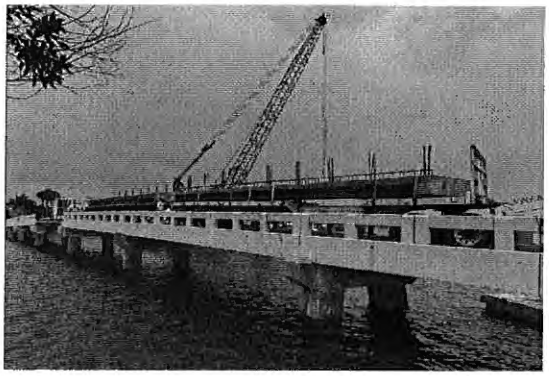
Engineering Cost: $152k

Construction Cost: $400k

7 Sun Island Bridge Superstructure Replacement

South Pasadena, FL





The Sun Island Association (SIA) hired KCI to prepare bridge rehabilitation plans that would include details for the replacement of spans four and five of their exit bridge. The other major work items included were concrete patching repairs to all the concrete cap beams and the installation of structural jackets on intermediate bents two through eight. The bridge repair plans specified similar prestressed slab beams reinforced with stainless steel prestress strands that would not be subject to the same corrosion problems that led to the premature deterioration of the original slab beams. In addition, the repair plans provided a bid alternate that included the innovative GBeam™ product supplied by Advanced Infrastructure Technologies or AIT Bridges. Midcoast Construction Enterprises was the low bidder and they offered both alternatives for the same cost in their bid proposal. The condo owners selected the GBeam™ alternate for reasons that included a 100-year design life and significantly lighter weight which would reduce the dead load on the intermediate bents. The GBeam™ superstructure included four composite tub girders for each 47'-3" span with a 7.5" thick precast concrete deck which was supplied in two sections with a closure pour in the center of the bridge. See the photo above of the GBeams being shipped to Florida from AIT's plant in Maine and the photo to the left of the beams being erected from a barge.

Engineering Design: 2019

Construction Completed: 2021

Key Personnel: Ralph Verrastro, Rolando Corsa, Gina Verrastro

Project Roll: Bridge inspections; Repair/replacement alternatives

Engineering Cost: $97k

Construction Cost: $980k

8 Professional Services Library of Consultants

City of Naples, FL



KCI was selected by the City of Naples to provide "on-call" bridge/structural engineering services under a continuing professional services agreement in April of 2019. We have completed bridge rehabilitation plans for repairs for four bridges on Harbour Drive, Park Shore Drive, Galleon Drive and Mooring Line Drive. The repairs included concrete patching repairs, rip rap replacement, replacement of the asphalt wearing surface, railing repairs and installation of a waterproofing membrane on the concrete slab beams.

Engineering Design: 2021

Construction Completed: 2021

Key Personnel: Ralph Verrastro, Rolando Corsa, Gina Verrastro

Project Roll: Bridge inspections; Repair/replacement alternatives

Engineering Cost: $124k

Construction Cost: $390k

9 Babcock Ranch Entrance Bridge

Charlotte County, FL



KCI prepared the final design plans and specifications in a design build format with Thomas Marine Construction for the entrance "faux" bridge to the new Town of Babcock Ranch off FL Route 31. The new entrance bridge incorporated 140-foot-long by 16-feet-high steel through trusses supported on shallow concrete spread footings. The roadway embankment was supported using a mechanically stabilized earth wall system using concrete blocks and geosynthetic geogrids.

Engineering Design: 2016

Construction Completed: 2018

Key Personnel: Ralph Verrastro, Rolando Corsa, Gina Verrastro

Project Roll: Bridge inspections; Repair/replacement alternatives

Engineering Cost: $102k

Construction Cost: $1.1M

10 Rustic Road Bridge Replacement

Sarasota County, FL



KCI provided bridge design and CEI services for the replacement of the Rustic Road Bridge over the Cowpen Slough in Sarasota County. The new structure is 53-foot-span bridge consisting of prestressed concrete slab beams with a concrete deck supported on prestressed concrete pile bents. The bridge carries two lanes, shoulders, and a sidewalk on one side. It also provides support for utilities on both sides of the bridge.

Engineering Design: 2021

Construction Completed: 2022

Key Personnel: Ralph Verrastro, Rolando Corsa, Gina Verrastro

Project Roll: Bridge inspections; Repair/replacement alternatives

Engineering Cost: $95k

Construction Cost: $1.2M

1 Rotonda West Bridge Repairs (FDOT # 01411 and 014113)
Charlotte County, FL

Kelly Slaughter
Project Manager
Public Works Representative
kelly.slaughter@charlottecountyfl.gov
941.575.3657

2 Chokoloskee Bridge and Causeway
Collier County, FL

Marlene Messam, PE, CPM, PMP
Principal Project Manager
Client Representative
Marlene.Messam@colliercountyfl.gov
239.252.5876

3 South Gulf Cove Bridge Widenings
Charlotte County, FL

Kelly Slaughter
Project Manager
Public Works Representative
kelly.slaughter@charlottecountyfl.gov
941.575.3657

4 Ainger Creek (CR 775) Bridge Rehabilitation
Charlotte County, FL

Kelly Slaughter
Project Manager
Public Works Representative
kelly.slaughter@charlottecountyfl.gov
941.575.3657

5 Emil Sweptson (CR 776) Bridge Rehabilitation
Charlotte County, FL

Kelly Slaughter
Project Manager
Public Works Representative
kelly.slaughter@charlottecountyfl.gov
941.575.3657

6 Miscellaneous Structural Engineering Services
Bonita Springs, FL

Matt Feeney
Assistant City Manager
Client Representative
matt.feeney@cityofbonitasprings.org
239.949.6246

7 Sun Island Bridge Superstructure Replacement
South Pasadena, FL

Ken Edwards
SIA Treasurer
Client Representative
SIA.ken.kdwards@gmail.com
408.341.5138

8 Professional Services Library of Consultants
City of Naples, FL

Gregg Strakaluse, PE
Engineering Manager
Client Project Manager
gstrakaluse@naplesgov.com
239.213.5003

9 Babcock Ranch Entrance Bridge
Charlotte County, FL

John Broderick
SVP of Land Development
Client Project Manager
jbroderick@kitsonpartners.com
973.219.8192

10 Rustic Road Bridge Replacement
Sarasota County, FL

James Stock, PE
Transportation Structures Engineer
Client Project Manager
jstock@scgov.net
941.861.0931

iii. Prime/Sub Project History

KCI's staff has worked with our proposed subconsultant Universal Engineering Sciences, related to the geotechnical engineering services, on the following bridge projects:

1. Rattlesnake Hammock Bridge over Henderson Creek Canal, Collier County, FL
2. Golden Gate Parkway of Golden Gate Main Canal, Collier County, FL
3. Rotonda Boulevard South over Rotonda River, Charlotte County, FL
4. Rustic Road over Cowpen Slough, Sarasota County, FL
5. Addison Place Entrance Bridge over Cocohatchee Canal, Collier County, FL
6. Heritage Bay Entrance Bridge over Cocohatchee Canal, Collier County, FL
7. Charter School Entrance Bridge over Cocohatchee Canal, Collier County, FL
8. Hammock Park Entrance Bridge over Henderson Creek Canal, Collier County, FL
9. World Tennis Club Bridge over Airport Road Canal, Collier County, FL
10. Babcock Ranch Entrance Bridge, Charlotte County, FL

iv. Additional Experience

Environmental Assessments for Bridge Maintenance

The Florida Administrative Code (FAC) Section 62-330.051 Exempt Activities allows an exemption from permitting for bridge maintenance. Here is a specific excerpt from the FAC.

(e) Repair, stabilization, paving, or repaving of existing roads, and the repair or replacement of vehicular bridges that are part of the road, where:

1. They were in existence on or before January 1, 2002, and have:
   a. Been publicly used and under county or municipal ownership and maintenance, thereafter, including when they have been presumed to be dedicated in accordance with section 95.361, F.S.
   b. Subsequently become county or municipally owned and maintained; or
   c. Subsequently become perpetually maintained by the county or municipality through such means as being accepted by the county or municipality as part of a Municipal Service Taxing Unit or Municipal Service Benefit Unit.



Drill Resistance Device Testing Bridge Piles, Collier County, FL

Project Example for Timber Member Evaluation

KCI's technical expertise saved Collier County hundreds of thousands of dollars on a 2018 assignment involving the Immokalee Road Bridge over a Drainage Canal (#030138) east of Immokalee. The FDOT sent a letter advising the county of significant deficiencies related to advanced deterioration of the timber piles. The consultant that had been monitoring the piles on this bridge (and all the other timber pile supported bridges in the county for the past few years), was requested to re-inspect the piles based on the FDOT letter. The consultant re-inspected the piles and concluded that the county should perform repairs which included installing crutch bents at all the bents. These crutch bents would have cost approximately $300,000 for this bridge which was scheduled for replacement in 2 years. The county hired KCI to review the situation and provide a value engineering evaluation.

We agreed that piles appeared to be a concern based on a visual inspection which was the level of inspection performed by the FDOT and the other consultant. We recommended performing in-depth testing of the piles using a drill resistance device that would provide quantitative test results related to the condition of the piles full depth. The results of the testing showed that the outer 2" of the 12" diameter piles were compromised but the interior 8" of the piles were solid material. We performed a structural analysis of the pile based on this information and concluded that no repairs were required given the short time frame planned for the full replacement of the bridge.

Life Cycle Cost Analysis Experience

KCI has experience performing life cycle cost analysis on our projects. Although more prevalent on building projects and new bridges, this method of analysis could be applicable on this bridge repair project. Life cycle cost analyses estimates the total cost of owning the facility. It considers all the costs including administrative, right-of-way, engineering, construction, and maintenance plus salvage value at the end of a facility's life. LCCA is especially useful when project alternatives that fulfill the same performance requirements but differ with respect to initial costs and maintenance costs, must be compared to select the one that maximizes net savings. We propose to perform the LCCA early in the design process while there is still a chance to refine the design to ensure a reduction in life cycle costs. The life cycle cost analyses for the bridges on this project would be performed in accordance with the recommendations included in the National Cooperative Highway Research Program (NCHRP) Report 483 – Bridge Life-Cycle Cost Analysis.

Specialized Advanced Bridge Engineering Experience

KCI's staff routinely offers technical seminars at industry conferences and publishes articles in technical magazines and journals to provide training for other engineers about structural engineering. Mr. Verrastro has served on the editorial board for STRUCTURE magazine and as an adjunct professor for engineering courses at Broome Community College in Binghamton, NY. KCI is an approved provider of continuing education courses by the Florida Board of Professional Engineers.

One of the courses that is very relevant to this project includes the course titled *Bridge Maintenance Management for Florida Municipalities*. This seminar provides practical management recommendations for the repair and replacement of the bridges owned and maintained by local municipalities in Florida. It also provides recommendations for alternative approaches to the design and construction of typical preventative maintenance repairs. KCI's staff presented this course at the statewide APWA Annual Conference in Daytona Beach in 2019.

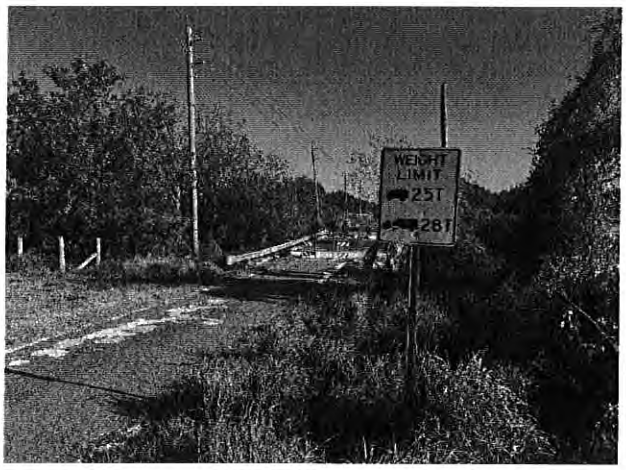
Another relevant course that we have provided at industry conferences and for local municipalities is titled *Bridge Structure Flood Emergency Training*. This seminar provides training for public works personnel that will be assigned to perform emergency inspections during flood events for bridges and large culverts. The employees of municipal public works departments are typically the first responders in the event of a flood to determine the safety of the bridges that are owned and maintained by the municipality. They need to be trained to understand how to recognize a hazardous condition and be able to recommend/implement an immediate bridge closure, if conditions warrant it, to protect the safety of the travelling public. This seminar provides a recommended approach to preparing an emergency action plan for the municipality that includes identifying the risk associated with the various bridge types in the municipality's inventory and preparing a priority list for the performance of the inspections. It provides a basic understanding of the components of typical bridges and a working knowledge of the common failure modes caused by scour. This seminar also provides a sample inspection form to be used during an emergency flood inspection and a checklist of specific inspection activities that should be performed and documented.

Another relevant course that we have provided at industry conferences and for local municipalities is titled *Accelerated Bridge Construction Using Prefabricated Components*. This training course provides a practical overview of the proprietary and non-proprietary, prefabricated bridge components that are available for use on bridge replacement and rehabilitation projects. These components are manufactured using materials including concrete, steel, timber, and fiber reinforced polymers. There is a growing trend in the transportation industry to reduce the disruption to the traveling public on highway projects by minimizing the duration of construction. These high-quality products provide cost effective alternatives. Specialty structural engineers perform the final design of these products based on design criteria provided by the structural engineer of record. Typical design methods and limitations for each product are also discussed. In addition, case study projects are presented to illustrate some typical installations for the prefabricated components.

D.

Project Approach

i. Project Understanding
ii. Management Plan
iii. Cost Control



Project Understanding

We understand that DeSoto County is seeking professional services from a qualified engineering firm to provide an inspection and evaluation of FDOT Bridge #044033. The bridge is located on NW Second Bunker Avenue approximately 0.75 miles north of State Road 70 and it spans the Bunker Ditch. The existing timber bridge has four 14-foot spans with a total length of approximately 56 feet. The bridge is owned and maintained by DeSoto County and is posted for limited truck loadings.

During Hurricane Ian, the bridge was significantly damaged. It appears the flow of the water in Bunker Ditch shifted to the north during the storm and breached the roadway embankment behind the northern abutment. The approach slab was completely undermined, and it collapsed causing abrasion and impact damage on the back side of the abutment. As a result, it appears the abutment piles became unstable which allowed the abutment and the superstructure to settle differentially approximately 12 inches. The photos below show the scour damage, and the differential settlement is noticeable. We recommend full replacement of the northern abutment, wingwalls and approach slab as part of the repair alternative.





Project Technical Approach

The following items summarize our technical design approach for this project during the design and construction phases:

1. Our team proposes to follow FDOT design guidelines as appropriate. However, since the project will be funded with FEMA and local funds, we will consider incorporating some special details/systems that may not be part of the FDOT standards but are commonly used by other county public works departments in Florida and in other parts of the country. The reason to consider these special details/systems would be to provide a more cost-effective approach initially and reduce long term maintenance costs.
2. Environmental permitting has the potential to cause delays in design projects. To minimize this risk, we propose to perform due diligence with the environmental agencies as part of our proposal preparation that will form the basis of the engineering agreement with the County. If this project only includes bridge repairs, the project would be exempt from permitting. We may conduct upfront meetings, if necessary, with the agency representatives during the proposal phase. This approach is in the best interest of all parties involved.

3. Maintenance and protection of traffic on bridge projects using phased construction is another risk factor that creates problems for contractors. This bridge will remain closed until it is replaced.
4. The disposition of utilities is another risk factor that causes problems for owners, contractors, and engineers. However, it appears that there are no utilities attached to this bridge.
5. We understand the County's desire for the selected consultant to provide a detailed comparison of the advantages, disadvantages, and costs for repairing or replacing the damaged bridge. We also understand that FEMA will need to approve the project approach and funding requirements. We will assist the County in the negotiations with FEMA related to obtaining adequate project funding taking the 50% rule into consideration.
6. KCI's staff is very familiar with non-destructive testing of timber bridges. The timber elements of this bridge are in poor to fair condition. We are especially concerned about the condition of timber piles and abutment lagging which exhibit heavy checking and rot. We recommend performing in-depth testing of all the piles and other primary members using a drill resistance device (see photo of a typical device) that would provide quantitative test results related to the condition of the piles' full depth. This approach is considered non-destructive because the drill bit that penetrates the member is very thin, so the amount of the material removed is negligible.
7. Rolando Corsa, PE, CBI, will serve as the Team Leader for the in-depth bridge inspection required on this project. The inspections will be in accordance with FDOT procedures and the Federal Highway Administration's "Bridge Inspection Guidelines." The inspections will be documented using detailed report forms and digital photographs. We propose to coordinate our work to have all field work completed at the same time (i.e., any survey work required to document bridge geometry would be performed while our bridge inspectors are on-site).
8. The hydraulic analysis for this bridge will be a critical aspect of the bridge design which will be documented in the Bridge Hydraulics Report (BHR). The analysis involves quantifying the design high water elevation and estimating stream velocities and scour depths to support the new bridge design. We will model the existing bridge configuration to determine if we could have predicted the scour that occurred.
9. Upon completion of the prior tasks, we will prepare a Bridge Development Report (BDR) that summarizes the findings of our comparison of the required bridge repairs and the bridge replacement alternatives. The BDR will provide recommendations related to non-structural project issues including maintenance of traffic, utilities, and environmental permitting. We will consider the following bridge types for the proposed new bridge:
    a. 56-foot-long, four 14-foot spans, timber stringer bridge supported on timber pile bents (in-kind replacement)
    b. 96-foot-long, three 32-foot spans, cast-in-place concrete flat slab supported on prestressed concrete pile supported bents.
    c. 96-foot-long, two 48-foot spans, FDOT prestressed concrete slabs with a concrete deck supported on prestressed concrete pile supported bents.
    d. 96-foot-long, two 48-foot spans, fiber reinforced polymer beams (Advanced Infrastructure Technologies GBeam™ product) with a concrete deck supported on prestressed concrete pile supported bents (See the project description for the Sun Island bridge in Section C of this proposal for KCI's experience with this innovative bridge system).

    Alternatives b, c, and, d eliminate the existing 12-foot-tall abutments. Lengthening the bridge provides an improved waterway opening which would help mitigate the potential for future erosion and scour behind the northern abutment. We will also consider shifting the new bridge to the north to improve the alignment of bridge with the natural flow patterns at the bridge.

    After the County reviews the BDR, we will conduct a meeting to discuss the recommendations and plan the next phase of the project based on the selected preferred alternative and funding by FEMA.
10. The next step in the completion of this project is the preparation of preliminary bridge plans (30% bridge plans) and the 60% roadway plans if a new bridge alternative is advanced. If the repair alternative is selected, the existing roadway profile would need to be maintained.

11. After we have completed the preliminary plans, we would conduct pre-application meetings with the appropriate environmental agencies to document their opinions related to the permit requirements. We recommend that the County Project Manager attend these meetings. For most of the bridge rehabilitation/replacement projects we have designed in the past, the Southwest Florida Water Management District (SWFWMD) is the primary agency that we need to work with related to permitting. In addition, we may also need to coordinate with the US Coast Guard, US Army Corps of Engineers, Florida Fish and Wildlife Conservation Commission, and the Florida Department of Environmental Protection.
12. The next step includes preparing the 90% bridge and roadway plans, specifications, and bidding documents. The final design calculations and drawings will be prepared in accordance with the latest standards recommended by FDOT. Our final design details will consider future routine maintenance and methods to accelerate the construction process.
13. We propose to assign an independent KCI specialty bridge construction engineer not involved directly on the project to perform constructability/peer reviews of our reports and construction plans. These structured reviews will verify that the work requirements are clear, and the documents are fully coordinated.
14. We will prepare the agenda for the pre-bid conference for review and issuance by the County at the meeting. We will review all written questions submitted by the contractors during bidding and provide written responses. After the bids are received, we will assist the County in an evaluation of the schedule of values and provide a letter of recommendation for award or re-bidding if irregularities are found.
15. KCI will review shop drawings/submittals and provide intermittent inspections during construction to document that the contractor is performing the work in accordance with the contract plans and specifications. Record plans would be prepared to document any field changes.
16. We will consider using jointless bridge designs that eliminate expansion joints which reduces cost initially and in the future by reducing long term maintenance costs associated with these high maintenance components.
17. We propose to utilize Accelerated Bridge Construction (ABC) techniques that utilize prefabricated bridge components where applicable.

Project Management Approach

The following items summarize our project management approach for this project during the design and construction phases:

1. Clear communication between the design team and the County is a key ingredient in the recipe for a successful project. From the development of a comprehensive scope of services to the final punch list at the close out of construction, our focus on the communication of information is crucial.
2. We will minimize potential problems by managing by "prevention". This management approach involves considering what can potentially go wrong and then prepare contingency plans that would mitigate the problem. Our extensive experience with bridge repair/replacement projects allows us to anticipate the potential problems – aka – "been there and done that".
3. We personalize our approach to the communication of information depending on the requirements of the client. We are also accustomed to presenting technical issues, in our reports and oral presentations, in layman terms for non-technical people.
4. We will work with County Project Manager to clearly define the scope of services in our up-front proposal and deliver those services on budget and on time, every time. During scoping, we propose to conduct a meeting with the County Project Manager and the County Bridge Maintenance Supervisor to review the design criteria for the potential repairs and for a new bridge. We also want to discuss the County's preferences related to bridge system components. The primary intent of this meeting is to document the County's objectives, preferences, and requirements.
5. We propose to conduct bi-weekly progress meetings with the County staff during the design phase to keep all parties informed of our progress and to gain consensus on decisions to move forward.
6. We encourage client participation on important decisions - **NO SURPRISES!!!**
7. We will utilize high quality visual aids at meetings and brainstorming techniques to assist in reaching consensus.
8. KCI will prepare a meeting agenda prior to all design meetings and prepare detailed minutes after each meeting with a summary of the action items that need to be accomplished before the next meeting.
9. We maintain close working relationships with most of the bridge contractors in southwest Florida which allows access for discussions and feedback on constructability issues during design.
10. If we need to make any assumptions during the design phase particularly on bridge repair projects because of unknown or latent details, we communicate these assumptions to the contractor in the plans. We also let the contractor know that if our assumptions turn out to be incorrect, we want to be alerted as early as possible so we can assist in developing any required revised repair details.
11. Our proximity allows us to function as a seamless extension of the County's staff.
12. We return phone calls and e-mails within 24 hours or less.
13. If we don't have an immediate response, we let you know we need some more time and provide a deadline to get back to you.
14. We ensure that everyone involved is included in e-mails as appropriate.
15. We schedule impromptu meetings when issues arise that require reaching consensus among all project participants.
16. We prepare a diary to document all site visits during construction of a project and share it with project managers and other stakeholders.
17. We prepare comprehensive requests for proposals that provide clear and concise summaries of the project for purchasing and the contractors.
18. We will develop a comprehensive scope of services that will allow agreeing on engineering fees on a lump sum basis.

ii. Management Plan

19. The design project schedule and budget will be monitored on a bi-weekly basis using KCI's internal project management and accounting system.
20. Our Project Manager will prepare and submit monthly progress reports that summarize past achievements, upcoming work, budget statement, schedule statement, and information needed by the design team from the client.
21. To properly advise the County related to the probable cost of construction, KCI will get feedback from local bridge contractors related to labor intensive work items during the design phase.
22. Ralph Verrastro, PE, KCI's Project Manager will be responsible for cost control with support from the design team.

iii. Cost Control

1. We will develop a comprehensive scope of services that will allow agreeing on engineering fees on a lump sum basis.
2. The design project schedule and budget will be monitored on a bi-weekly basis using KCI's internal project management and accounting system.
3. Our project manager will prepare and submit monthly progress reports that summarize past achievements, upcoming work, budget statement, schedule statement, and information needed by the design team from the client.
4. To properly advise the County related to the probable cost of construction, KCI will get feedback from local bridge contractors related to labor intensive work items during the design phase.
5. Ralph Verrastro, PE, KCI's project manager, will be responsible for cost control with support from the design team.

E.

Project Schedule

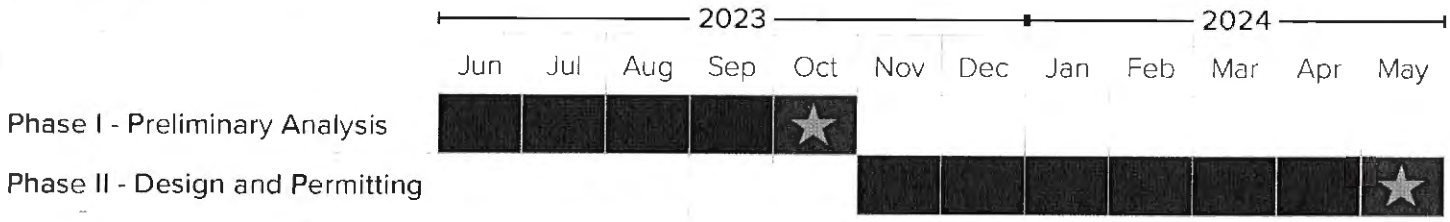
i. Schedule

i. Schedule

The following techniques are planned to assure that we meet the proposed schedule shown in the chart below:

1. We propose a duration of 12 months for the design phase of this project.
2. To hit the ground running, we prepared a draft scope of services which is included in Section D of this proposal.
3. We will be prepared to meet with the County Project Manager to discuss the scope and start negotiations within days of being notified that we have been selected by the County.
4. We visited the bridge site to gain familiarity with the bridge site and have started considering some design approaches which are included in this proposal.
5. We propose to eliminate the typical 60% plan review phase by providing very detailed 30% plans and then proceed directly to 90% review plans.
6. We will monitor the schedule on a weekly basis and take actions to accelerate the schedule if unforeseen issues cause delays.
7. To minimize the construction durations, we will consider Accelerated Bridge Construction techniques when appropriate.
8. Ralph Verrastro, PE, KCI's project manager will be responsible for adherence to the agreed upon schedule with support from the design team.
9. If we commit to providing services for an agreed upon fee and schedule, we will deliver. We take these commitments very seriously.
10. We monitor our workload on a weekly basis using an internal two week rolling schedule of project task commitments.
11. We have on-going work sharing relationships with KCI's other 65 offices which provides additional resources in-house to reach out to if the workload is more than our local staff can handle.

Estimated Schedule



★ *One month for review by the County*

Phase I

Preliminary Analysis includes bridge inspection/ evaluation, survey, mapping, Bridge Development Report (BDR), Foundation Design Report (FDR)

Phase II

Design and Permitting includes preparing drawings/ specs for bridge repair or bridge replacement and permitting

F.

Licenses, Certifications, Litigation

i. Professional Licenses
ii. Firm Certificates of Authorization
iii. Litigation History

i. Professional Licenses

dbpr Department of Business & Professional Regulation — HOME

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- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

Licensee Information

Name	VERRASTRO, RALPH (Primary Name)
Main Address	15863 SECOYA RESERVE CIRCLE NAPLES Florida 34110
County	COLLIER

License Information

License Type	Professional Engineer
Rank	Prof Engineer
License Number	39784
Status	Current,Active
Licensure Date	04/07/1988
Expires	02/28/2025

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LICENSEE DETAILS

Licensee Information

Name	CORSA, ROLANDO (Primary Name)
Main Address	8112 CHAMPIONS FORE ST WAY TAMPA Florida 33635
County	HILLSBOROUGH

License Information

License Type	Professional Engineer
Rank	Prof Engineer
License Number	73191
Status	Current,Active
Licensure Date	06/09/2011
Expires	02/28/2025

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LICENSEE DETAILS

Licensee Information

Name	VERRASTRO, GINA R. (Primary Name)
Main Address	15165 BUTLER LAKE DR UNIT 202 NAPLES Florida 34109
County	COLLIER

License Information

License Type	Engineering Intern
Rank	Eng Intern
License Number	1100022972
Status	Current
Licensure Date	09/10/2019
Expires	

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LICENSEE DETAILS

Licensee Information

Name	WILSON, CHARLES BRYAN (Primary Name)
Main Address	7226 LAUREL LANE PARKLAND Florida 330670000
County	BROWARD

License Information

License Type	Professional Engineer
Rank	Prof Engineer
License Number	43447
Status	Current,Active
Licensure Date	09/05/1990
Expires	02/28/2025

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LICENSEE DETAILS

Licensee Information

Name	SCHWARZ, ANDREW JOSEPH (Primary Name)
Main Address	4041 CRESCENT PARK DR RIVERVIEW Florida 33578
County	HILLSBOROUGH

License Information

License Type	Professional Engineer
Rank	Prof Engineer
License Number	86265
Status	Current,Active
Licensure Date	01/04/2019
Expires	02/28/2025

dbpr Department of Business & Professional Regulation — HOME

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LICENSEE DETAILS

Licensee Information

Name	YOUNG, LEAH MACK (Primary Name)
Main Address	11908 DOC ARNOLD RALEIGH North Carolina 27614
County	OUT OF STATE

License Information

License Type	Professional Engineer
Rank	
License Number	
Status	Application In Process
Licensure Date	
Expires	

U.S. Department of Transportation — Federal Highway Administration

National Highway Institute

Certificate of Training

Rolando Corsa

FHWA-NHI-130053 Bridge Inspection Refresher Training

Kentucky Transportation Cabinet

Date: January 17-19, 2023
Location: Louisville, KY

Hours of Instruction: 24

Course Coordinator

Director, Program Delivery
National Highway Institute

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No. LS6719
Expiration Date: February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

PAUL RICHARD JACKSON
2025 ELK SPRING DR
BRANDON, FL 33510-1726

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DOLNACKER, ADAM JAMES
8240 NALDEN CENTRE DRIVE
APT 202
[illegible]

LICENSE NUMBER: 91551?
EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com

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.

KCI Technologies, Inc.

State of Florida
Department of State

I certify from the records of this office that KCI TECHNOLOGIES, INC is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 19, 1989.

The document number of this corporation is P23975.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 1, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the First day of March, 2023

Secretary of State

Tracking Number: 5618893B4CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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Licensee

Name:	**LAWSON, BRYAN ROBERT**	License Number:	**83327**
Rank:	**Professional Engineer**	License Expiration Date	**02/28/2025**
Primary Status:	**Current**	Original License Date:	**06/28/2017**
Secondary Status:	**Active**		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
4898	Current	KCI TECHNOLOGIES, INC.	Registry	04/04/2019	Registry	

Page 1 of 1

Printer Friendly

Return to License Details

Related License Search

License Type: View all related licenses

First Name: Last Name:

FIND A BUSINESS OR INDIVIDUAL
License / Complaint Lookup
AS MAINTAINED BY THE DIVISION OF CONSUMER SERVICES

BENJAMIN B HOYLE
363 SW 33RD AVE, DEERFIELD BEACH, FL 33442-2359

Complaints 0
Print

License Type	License#	Issued	Expires	Status
Surveyor and Mapper	LS6739	06/16/09	02/28/11	Cancelled
Surveyor and Mapper	LS6769	12/17/09	02/28/25	Active
Surveyor of Record For	LB6901	10/30/98	02/28/25	Active

Universal Engineering Sciences

Licensee Details

Licensee Information

Name: **GFA INTERNATIONAL, INC.** (Primary Name)
UNIVERSAL ENGINEERING SCIENCES (DBA Name)

Main Address: **1215 WALLACE DRIVE**
DELRAY BEACH Florida 33444

County: **PALM BEACH**

License Mailing:

LicenseLocation:

License Information

License Type: **Registry**
Rank: **Registry**
License Number: **4930**
Status: **Current**
Licensure Date: **02/12/1988**
Expires:

Below is a summary of KCI's litigation for our entire national firm over the past 10 years. Details can be found in the required forms section.

December 2012 – Rao Sudeendra vs. KCI Technologies, Inc.
Case No: 2012-CVF-2517
Jurisdiction: Warren Co., OH
Status: Plaintiff Voluntarily Dismissed Claim February 2013

September 2014 – Core Logistic Services, LLC vs. LaSalle County / Don Durden, Inc., DBA Civil Engineering Consultants (CEC)
Jurisdiction: LaSalle County, Texas
Status: Motion for Summary Judgment granted September 19, 2017

January 2015 - ICG 16th Street Associates LLC Asserts Claim against KCI Technologies, Inc.
Case No: 17-CV-1070 (CRC)
Jurisdiction: US District Court, District of Columbia
Status: Claim Settled August 2020

May 2016 - SummitIG, LLC vs. PEI Engineering & Construction, LLC (PEI) / KCI Technologies, Inc. [KCI Technologies named, but should be KCI Construction Services LLC]
Case No: 101283
Jurisdiction: Circuit Court for the County of Loudoun, Virginia
Status: Closed September 2019

July 2018 – The Helga R. Shay Revocable Trust, etc., PLTIF vs. March-Westin Company, Inc. / DFTS / KCI Technologies, Inc. / et al
Case No: 18-C-64
Jurisdiction: Monongalia County, Circuit County, West Virginia
Status: Settled August 2019

December 2018 – Alexander D. Kunkel vs. KCI Technologies, Inc. / Brian Leslie Watkins, PE / Pennsylvania Department of Transportation (PENNDOT) / Bridgestone Americas, Inc.
Case No: 000427
Jurisdiction: Court of Common Pleas Philadelphia County
Status: Open

December 2018 – Jesco, Inc. vs. KCI Technologies, Inc.
Case No: C-08-CV-18-001151
Jurisdiction: Circuit Court for Charles County, Maryland
Status: Settled February 2021

February 2020 – Chasity Jackson & Chris Jackson, et al vs. Metropolitan Government of Nashville & Davidson County, Tennessee / KCI Technologies, Inc. / Stansell Electric Company
Case No: 19C-725
Jurisdiction: Circuit Court of Davidson County Twentieth Judicial District of Tennessee
Status: Settled November 2020

April 2020 – George Powell vs. City of San Marcos / 2202 Hunter Road Inv. LP / Don Durden, Inc., DBA Civil Engineering Consultants (CEC)
Case No: 19-3078
Jurisdiction: San Marcos, Texas
Status: Settled December 2022

June 2020 – Jennifer Nicole Moon, Individually and as Administrator of the Estate of Gregory Moon, Deceased, et al vs. Pittman Construction Company / Middle Georgia Paving, Inc / KCI Technologies, Inc. / Georgia Department of Transportation
Case No: 20CV0399
Jurisdiction: Superior Court of Jackson County, Georgia
Status: Settled November 2021

November 2020 – Ronald Thomas and Tamara Thomas vs. South Carolina Department of Transportation, et al
Case No: 2019CP3201072
Jurisdiction: State of South Carolina, County of Lexington
Status: Dismissed January 2021

December 2020 - Susan Galloway, Personal Representative of the Estate of William Andrew Galloway, Deceased vs. Blythe Construction, Inc. / Stay Alert Safety Services, Inc. / South Carolina Department of Transportation / KCI Technologies, Inc. / Infrastructure Consulting & Engineering
Case No: 2019-CP-42-04336
Jurisdiction: State of South Carolina, County of Spartanburg
Status: Open

November 2021 – Edward Zambito and Linda Zambito, both Individually and as the Co-Executors of the Estate of Allie Rose Zambito, Deceased vs. A-Del Construction Co, Inc. / Jonas Stoltzfus t/a Stoltzfus Meats & Deli / Neal Toros / KCI Technologies, Inc.
Case No: 210600429
Jurisdiction: Court of Common Pleas Philadelphia County
Status: Open

December 2021 – Sheldon Powell v. Sheldon Miner, an individual / Mumford and Miller Concrete, Inc. / KCI Technologies, Inc.
Case No: N20C-12-149 MMJ
Jurisdiction: In the Superior Court of the State of Delaware
Status: Open

April 2022 – Richard A. Brinkley v. Sheldon Miner / KCI Technologies, Inc.
Case No: N21C-11-115 VLM
Jurisdiction: In the Superior Court of the State of Delaware
Status: Open

September 2022 – UC Athletic, LLC v. McMillan Pazdan Smith, LLC / KCI Associates of North Carolina, P.A.
Case No: 2021-CP-46-02683
Jurisdiction: State of South Carolina, County of York
Status: Open

Required Forms

i. Proposers Checklist
ii. Qualifications Statement
iii. Hold Harmless
iv. E-Verify
v. Public Entity Crimes
vi. Anti-Collusion Affidavit
vii. Anti-Lobbying Affidavit
viii. Conflict/Non-Conflict of Interest / Litigation Statement
ix. Certification Regarding Debarment, Suspension
x. Drug-Free Workplace Affidavit
xi. COIs
xii. W-9

PROPOSERS CHECKLIST

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

✓ Completely Executed Proposal Package (original and four (4) copies and one (1) electronic copy)

✓ Qualifications Statement Form

✓ Hold Harmless Form

✓ E-Verify Form

✓ Public Entity Crimes Form

✓ Anti-Collusion Affidavit

✓ Anti-Lobbying Affidavit

✓ Conflict/Non-Conflict of Interest / Litigation Statement

✓ Certification Regarding Debarment, Suspension

✓ Drug-Free Workplace 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

SUBMITTED BY: KCI Technologies, Inc.

NAME: Ralph Verrastro, PE

ADDRESS: 4041 Crescent Park Drive, Tampa, FL 33578

PRINCIPAL OFFICE: 936 Ridgebrook Road, Sparks, MD 21152

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: Bayne Smith

The address of the principal place of business is:
936 Ridgebrook Road, Sparks, MD 21152

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

a. Date of Incorporation: December 15, 1988

b. State of Incorporation: Delaware

c. President's name: Christopher Griffith

d. Vice President's name: See attached

e. Secretary's name: Bayne Smith

f. Treasurer: Christine Koski

g. Name and address of Resident Agent: Ralph Verrastro

4041 Crescent Park Drive, Tampa, FL 33578

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

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:

N/A

_____

_____

_____

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

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

32 years

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

Matz Childs and Associates; Walter Kidde & Company; Kidde Consultants Inc.

_____

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

State of Florida Department of State - P23975; Florida Professional Engineer - 83327
Florida Surveyor and Mapper - LB6901

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? N/A

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

Two contracts have been terminated. One because the owner's requirements for ROW did not align with design requirements, therefore the owner and KCI separated without formal dispute to allow the owner to proceed in a different manner with a different provider. The second was terminated shortly after an acquisition.

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	
Charlotte County	Kelly Slaughter Contract Manager	18500 Murdock Circle Port Charlotte, FL 33948	Email kelly.slaughter@charlottecountyfl.gov
			Telephone 941.575.3657
Collier County	Marlene Messam, PE, CPM, PMP Principal Project Manager	2885 Horseshoe Drive S Naples, FL 34104	Email Marlene.Messam@colliercountyfl.gov
			Telephone 239.252.5876
City of Bonita Springs	Matt Feeney Assistant City Manager	9101 Bonita Beach Road Bonita Springs, FL 34135	Email matt.feeney@cityofbonitasprings.org
			Telephone 239.949.6246

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

Pertinent experience for our key team members can be found in sections B. ii. Resumes of Key Personnel and C. i. Similar Projects.

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

Ralph Verrastro, PE

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.

Bayne E Smith

SIGNATURE

State of ~~Florida~~ Georgia
County of Gwinnett

On this the 11th day of April, 2023, before me, the undersigned Notary Public of the State of Florida, personally appeared
Bayne Smith 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.

Christina Perez Young
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ GEORGIA

NOTARY PUBLIC
SEAL OF OFFICE:

Christina Perez Young
(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

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:

KCI Technologies, Inc.

Mailing Address:

4041 Crescent Park Drive

Location Address:

4041 Crescent Park Drive

City & State: Tampa, FL **ZIP:** 33578

Telephone: 239.216.1370 **Fax Number:** N/A

Name/Title of person authorized to bind the Company: Bayne Smith, Senior Vice President

Signature of person authorized to bind the Company: Bayne E Smith

Date: April 11, 2023

DESOTO COUNTY
CONTRACTOR/CONSULTANT/VENDOR
E-VERIFY AFFIDAVIT

STATE OF Georgia

COUNTY OF Gwinnett

BEFORE ME, the undersigned authority, appeared Bayne Smith, 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 Senior Vice President of KCI Technologies, Inc. (the "Contractor/Consultant/Vendor").

4. I am authorized by KCI Technologies, 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.

Bayne Smith

Signature of Affiant
on behalf of Contractor/Vendor

By: KCI Technologies, Inc.
As its: Senior Vice President
Dated: April 11, 2023

STATE OF Georgia
COUNTY OF Gwinnett

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 11th day of April, 2023, by Bayne Smith, on behalf of KCI Technologies, Inc., who is (personally known) to me or who has produced N/A as identification.

CHRISTINA PEREZ YOUNG NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 20, 2025

Christina Perez Young

Print Name: Christina Perez Young
Notary Public of the State of ~~Florida~~ Georgia

My Commission Expires:

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 Georgia
COUNTY OF Gwinnett

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

1. The business address of KCI Technologies, Inc. [name of firm]

   is 4041 Crescent Park Drive, Tampa, FL 33578

2. My relationship to KCI Technologies, Inc. [name of firm]

   is Senior 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 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.]

Bayne E. Smith

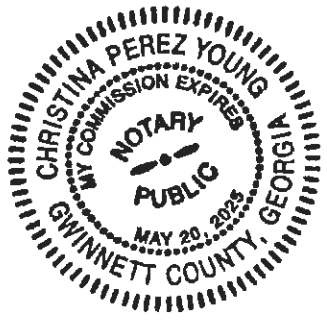
SIGNATURE

State of ~~Florida~~ Georgia
County of Gwinnett

On this the 11th day of April, 2023, before me, the undersigned Notary Public of the State of Florida, personally appeared Bayne Smith 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.

Christina Perez Young
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ Georgia

NOTARY PUBLIC
SEAL OF OFFICE:



Christina Perez Young
(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.

ANTI-COLLUSION AFFIDAVIT

STATE OF Georgia

COUNTY OF Gwinnett

Bayne Smith, being first duly sworn deposes and says that:

1. He is the Senior Vice President of KCI Technologies, Inc. attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not collusive or sham bid;

4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affidavit, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against KCI Technologies, Inc. or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

Bayne E Smith (Signature)

Bayne Smith, Senior Vice President (Printed Name and Title)

Subscribed and sworn to before me,
this the 11th day of April, 2023.

Notary Public Christina Perez Young

County of Gwinnett, AL GA

My Commission expires May 20, 2025

CHRISTINA PEREZ YOUNG
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES
MAY 20, 2025

ANTI-LOBBYING AFFIDAVIT

STATE OF Georgia

COUNTY OF Gwinnett

Bayne Smith, being first duly sworn deposes and says that:

1. He is the Senior Vice President (Title) of KCI Technologies, Inc. (Company Name);
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not collusive or sham bid;

4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees, sub-contractors or parties in interest, including in this affidavit, will nor has in any way used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or other award covered by 31 U.S.C. 1352, and

5. I will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure will include any disclosures from any of its officers, partners, owners' agents, representatives, employees, sub-contractors or parties in interest.

Bayne E Smith (Signature)

Bayne Smith, Senior Vice President (Printed Name and Title)

Subscribed and sworn to before me,
this the 11th day of April, 2023.

Notary Public Christina Perez Young

County of Gwinnett, ~~AL~~ GA

My Commission expires May 20, 2025

CHRISTINA PEREZ YOUNG NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 20, 2025

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

[ ] The undersigned proposer, 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.

LITIGATION STATEMENT

CHECK ONE

[ ] The undersigned proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[X] The undersigned proposer, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal court, during the past ten (10) years.

KCI Technologies, Inc.
COMPANY NAME

Bayne E Smith
AUTHORIZED SIGNATURE

Bayne Smith
NAME (PRINT OR TYPE)

Senior Vice President
TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

10 YEAR LITIGATION SUMMARY – OPEN AND CLOSED – PROFESSIONAL

- **December 2012 – Rao Sudeendra vs. KCI Technologies, Inc.**
  Case No: 2012-CVF-2517
  Jurisdiction: Warren Co., OH
  Status: Plaintiff Voluntarily Dismissed Claim February 2013

  This was a counterclaim filed by Plaintiff claiming KCI negligently and improperly designed a development detention pond. This claim came about following a breach of contract by Plaintiff and collection claim filed by KCI against the Plaintiff for non-payment of monies due.

- **September 2014 – Core Logistic Services, LLC vs. LaSalle County / Don Durden, Inc., DBA Civil Engineering Consultants (CEC)**
  Jurisdiction: LaSalle County, Texas
  Status: Motion for Summary Judgment granted September 19, 2017

  This was a breach of contract between the owner, La Salle County, and its contractor, Core Logistics. Core Logistics attempted to join CEC claiming CEC tortiously interfered with Core's ability to be paid by the County.

- **January 2015 - ICG 16th Street Associates LLC Asserts Claim against KCI Technologies, Inc.**
  Case No: 17-CV-1070 (CRC)
  Jurisdiction: US District Court, District of Columbia
  Status: Claim Settled August 2020

  This was a property claim dispute in which ICG alleged that a neighboring property (owned by an affiliate of ICG) was encroaching onto their property by more than the original KCI prepared survey showed. ICG claimed there was a defect caused by an error in the survey done by KCI.

- **May 2016 - SummitIG, LLC vs. PEI Engineering & Construction, LLC (PEI) / KCI Technologies, Inc. [KCI Technologies named, but should be KCI Construction Services LLC]**
  Case No: 101283
  Jurisdiction: Circuit Court for the County of Loudoun, Virginia
  Status: Closed September 2019

  This was a property damage claim filed by SummitIG, a public service company providing telecommunications services throughout Virginia. PEI, a subcontractor to KCI, damaged SummitIG's conduit and fiber while performing excavation services. PEI claimed the plaintiff, SummitIG, was responsible for incorrectly marking SummitIG's facilities location.

- **July 2018 – The Helga R. Shay Revocable Trust, etc., PLTIF vs. March-Westin Company, Inc. / DFTS / KCI Technologies, Inc. / et al**
  Case No: 18-C-64
  Jurisdiction: Monongalia County, Circuit County, West Virginia

Status: Settled August 2019

This was a property damage claim. WVU College Park project was a fast-paced multi-building student housing project. Retaining wall on site had slipped and caused impact to properties below the wall. KCI did not design the retaining wall and was not the geotechnical engineer. KCI also did not approve the retaining wall shop drawings/calculations.

- **December 2018 – Alexander D. Kunkel vs. KCI Technologies, Inc. / Brian Leslie Watkins, PE / Pennsylvania Department of Transportation (PENNDOT) / Bridgestone Americas, Inc.**
  Case No: 000427
  Jurisdiction: Court of Common Pleas Philadelphia County
  Status: Open

  This is a professional liability claim. Plaintiff was a passenger in a car with six other occupants and half of the passengers were not wearing seatbelts. The driver wrecked the vehicle which overturned and landed on the roof. The plaintiff received multiple injuries including permanent paralysis from the waist down. The accident occurred in a traffic work zone designed by KCI. The driver plead guilty to recklessly endangering another person in addition to other related offenses. KCI was a sub consultant to URS Corporation (now AECOM) for this project.

- **December 2018 – Jesco, Inc. vs. KCI Technologies, Inc.**
  Case No: C-08-CV-18-001151
  Jurisdiction: Circuit Court for Charles County, Maryland
  Status: Settled February 2021

  This was a professional liability claim. Jesco entered into an agreement to purchase a property with the intent of constructing a two-story commercial building, parking areas, and access roads. KCI performed limited geotechnical investigations for Jesco. Based on KCI's findings, Jesco purchased the property. Jesco claimed there were defects and faults in the report and that Jesco incurred losses, costs and expenses as a result.

- **February 2020 – Chasity Jackson & Chris Jackson, et al vs. Metropolitan Government of Nashville & Davidson County, Tennessee / KCI Technologies, Inc. / Stansell Electric Company**
  Case No: 19C-725
  Jurisdiction: Circuit Court of Davidson County Twentieth Judicial District of Tennessee
  Status: Settled November 2020

  This was a professional liability claim. Chasity Jackson passed through an intersection and her car ran over the edge of a concrete median that had been recently constructed. The island was not constructed in accordance with KCI's design.

- **April 2020 – George Powell vs. City of San Marcos / 2202 Hunter Road Inv. LP /**

Don Durden, Inc., DBA Civil Engineering Consultants (CEC)
Case No: 19-3078
Jurisdiction: San Marcos, Texas
Status: Settled December 2022

This was a professional liability claim alleging negligence on the part of CEC as well as the other defendants. Plaintiff claimed the design of a detention pond caused flooding and damage to his property.

- **June 2020 – Jennifer Nicole Moon, Individually and as Administrator of the Estate of Gregory Moon, Deceased, et al vs. Pittman Construction Company / Middle Georgia Paving, Inc / KCI Technologies, Inc. / Georgia Department of Transportation**
  Case No: 20CV0399
  Jurisdiction: Superior Court of Jackson County, Georgia
  Status: Settled November 2021

  This was a professional liability claim that resulted in a wrongful death of Gregory Moon who was driving his 2016 Harley Davidson motorcycle on SR 11 (US-129) in Jackson County, Jefferson, Georgia toward the intersection of Wayne Poultry Road on his way to work on June 7, 2018 at 5:30 am. When attempting to change lanes from the right lane into the left lane, Mr. Moon's motorcycle hit steep uneven pavement causing him to lose control. Mr. Moon died on June 13 as a result of his injuries. KCI was hired to perform inspection and supervisory work associated with the paving project.

- **November 2020 – Ronald Thomas and Tamara Thomas vs. South Carolina Department of Transportation, et al**
  Case No: 2019CP3201072
  Jurisdiction: State of South Carolina, County of Lexington
  Status: Dismissed January 2021

  This was a professional liability claim related to a personal injury due to failure to maintain premises in a safe condition. The motorcycle accident occurred on May 19, 2017. In an attempt to switch lanes to avoid uneven payment in the right lane, the plaintiffs struck uneven payment in the left lane, which caused them to lose control of the motorcycle and wreck.

- **December 2020 - Susan Galloway, Personal Representative of the Estate of William Andrew Galloway, Deceased vs. Blythe Construction, Inc. / Stay Alert Safety Services, Inc. / South Carolina Department of Transportation / KCI Technologies, Inc. / Infrastructure Consulting & Engineering**
  Case No: 2019-CP-42-04336
  Jurisdiction: State of South Carolina, County of Spartanburg
  Status: Open

  This is a professional liability claim related to a fatal car accident that occurred on December 14, 2017. Due to limited vision created by a drop-off in the interstate road, Mr. Galloway was unaware that traffic was stopped ahead. Mr. Galloway was unable to stop to avoid colliding with a stopped vehicle directly ahead of him. He struck the vehicle resulting in serious injury

and death.

- **November 2021 – Edward Zambito and Linda Zambito, both Individually and as the Co-Executors of the Estate of Allie Rose Zambito, Deceased vs. A-Del Construction Co, Inc. / Jonas Stoltzfus t/a Stoltzfus Meats & Deli / Neal Toros / KCI Techuologies, Inc.**
  Case No: 210600429
  Jurisdiction: Court of Common Pleas Philadelphia County
  Status: Open

  This is a professional liability claim related to a pedestrian death that occurred on June 21, 2019. KCI provided inspection services to DelDOT at the intersection site. A female pedestrian attempting to cross the street at the intersection was struck and killed by a vehicle owned and operated by two other defendants.

- **December 2021 – Sheldon Powell v. Sheldon Miner, an individual / Mumford and Miller Concrete, Inc. / KCI Technologies, Inc.**
  Case No: N20C-12-149 MMJ
  Jurisdiction: In the Superior Court of the State of Delaware
  Status: Open

  This is a professional liability claim. Plaintiff was a passenger in a vehicle traveling through a construction zone on December 17, 2021. The vehicle allegedly drove through mud on the road causing the vehicle to crash, thereby, injuring the passenger. Negligence is claimed by the Plaintiff.

- **April 2022 – Richard A. Brinkley v. Sheldon Miner / KCI Technologies, Inc.**
  Case No: N21C-11-115 VLM
  Jurisdiction: In the Superior Court of the State of Delaware
  Status: Open

  This is a professional liability claim. Plaintiff was an employee of Mumford and Miller Concrete, Inc., working at a project site when he was allegedly struck by a vehicle driven negligently by Sheldon Miner on December 17, 2021. KCI was hired by DelDOT to perform inspection services.

- **September 2022 – UC Athletic, LLC v. McMillan Pazdan Smith, LLC / KCI Associates of North Carolina, P.A.**
  Case No: 2021-CP-46-02683
  Jurisdiction: State of South Carolina, County of York
  Status: Open

  This is a professional liability claim. Plaintiff is a developer who hired the architect, McMillan Pazdan Smith who contracted with KCI for certain structural design services. UCA alleges a breach of duty of care and implied warranty against KCI.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

Bayne Smith, Senior Vice President
Name and Title of Authorized Representative

Bayne E Smith
Signature

April 11, 2023
Date

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned vendor in accordance with the requirements set forth within Repair or Replace Bridge #044033 on Second Bunker Avenue Request for Proposal Number 23-15-00 dated April 11, 2023, hereby certifies that

KCI Technologies, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against 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 proposed 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 contender to, any violation 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.

Bruce E Gutz
PROPOSER'S SIGNATURE

April 11, 2023
DATE

KCITECH-01 JWATSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/30/2023

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

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

PRODUCER	CONTACT NAME: James Watson, AINS	
Lyons Insurance Agency, Inc. 501 Carr Road, Suite 301 Wilmington, DE 19809	PHONE (A/C, No, Ext): (302) 472-2909	FAX (A/C, No):
	E-MAIL ADDRESS: jwatson@lyonsinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Union Fire Insurance Company of Pittsburgh, PA	19445
INSURED	INSURER B : Great American Insurance Co.	16691
KCI Construction Services, LLC 3915 N. Highway 301 Tampa, FL 33619	INSURER C : New Hampshire Insurance Company	23841
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			522-24-13	4/1/2023	4/1/2024	EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	500,000
							MED EXP (Any one person)	$	25,000
							PERSONAL & ADV INJURY	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$	4,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY			448-95-82	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
B	X UMBRELLA LIAB X OCCUR			TUU 0-20-29-25-12	4/1/2023	4/1/2024	EACH OCCURRENCE	$	15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	15,000,000
	DED X RETENTION $ 10,000							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 012-01-6190	4/1/2023	4/1/2024	X PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					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

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

CERTIFICATE HOLDER

Evidence of Liability - KCI Technologies, Tampa, FL

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/27/2023

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PRODUCER	CONTACT NAME:	
Klein Agency, LLC P.O. Box 219 Timonium MD 21094	PHONE (A/C, No, Ext): (410) 832-7600	FAX (A/C, No): (410) 832-1849
	E-MAIL ADDRESS: certs@kleinagencyllc.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance	37885
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
KCI Technologies, Inc.
936 Ridgebrook Road
Sparks MD 21152

COVERAGES **CERTIFICATE NUMBER:** 22-23 PL Only **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR5006107	12/15/2022	12/15/2023	Per Claim:	$10,000,000
							Aggregate	$15,000,000

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

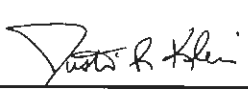
CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

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AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER	CONTACT NAME: Certificate Department	
Klein Agency, LLC P.O. Box 219 Timonium MD 21094	PHONE (A/C, No, Ext): (410) 832-7600	FAX (A/C, No): (410) 832-1849
	E-MAIL ADDRESS: certss@kleinagencyllc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Alternative Insurance Co.	
INSURED KCI Holdings Inc 936 Ridgebrook Road Sparks MD 21152	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23-24 Drone **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ Drone Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			9008751	03/02/2023	03/02/2024	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Drone Physical Damage			9008751	03/02/2023	03/02/2024	Drone/Accessories	$389,300

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

CERTIFICATE HOLDER

Edvidence of Coverage

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

Justin R. Klein

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KCI TECHNOLOGIES

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ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

4041 Crescent Park Drive • Tampa, FL 33578 • Phone 813-740-2300

EXHIBIT A

SCOPE OF SERVICES
KCI TECHNOLOGIES INC.
FOR
DESOTO COUNTY PUBLIC WORKS
PROJECT NO. 23-15-00
REPAIR OR REPLACE BRIDGE #044033 ON SECOND BUNKER AVENUE

SECTION I PROJECT DESCRIPTION AND LIMITS

This project will provide for the design and permitting for the repair or replacement of FDOT Bridge No. 044033 which carries Second Bunker Avenue over the Bunker Ditch. The initial primary goal of the engineering services is to determine the most cost-effective solution to restore/rehabilitate/replace the 56 foot long, 4 -14-foot span, timber stringer bridge supported on timber pile bents that was severely damaged by the Hurricane Ian event.

The proposed project limits include the bridge structure and may extend approximately 100 feet along the roadway on each side of the bridge. No right-of-way acquisition is anticipated as part of this project. Any required channel reconstruction included in this project will be limited to within the existing right-of-way. There are no utilities on the bridge and no new utilities are anticipated to be part of the bridge repairs or bridge replacement. We assume the existing overhead utilities will remain in service and not be relocated as part of this project. The County will decide whether to repair or replace the bridge based on the findings of a feasibility study that will be prepared as part of the design services.

This proposal provides a scope of services and a total Not-to-Exceed Lump Sum Fee that includes the design for the full replacement of the existing bridge meeting current FDOT standards for a 2-lane bridge and it provides an optional lump sum fee reduction to be applied if the County decides to proceed with a bridge repair instead of replacement. If the bridge replacement alternative is selected by the County, the replacement of the bridge and appurtenances may also include roadway improvements including partial roadway reconstruction for approximately 100 feet on each side the bridge, minor roadway widening, minor realignment of the Bunker Ditch (with the ROW) and replacement of the guard rail. The scope of services is limited to preliminary and final design tasks. Bidding advisory services, post design services and/or full construction engineering inspection services may be added through a supplemental agreement as determined by the County.

SECTION II APPLICABLE STANDARDS

All plans and designs are to be prepared with English values. The latest editions, unless noted otherwise at the time this agreement is executed, of the following manuals and guidelines shall be used as resources and reference materials in the performance of the CONSULTANT's work:

1. FDOT Manual of Uniform Minimum Standards for Design, Construction, Maintenance of Streets and Highways (Florida Greenbook) 2018 Edition.
2. Southwest Florida Water Management District (SWFWMD), Environmental Resource Permitting Information Manual.
3. AASHTO LRFD Bridge Design Specifications 9th Edition (2020)
4. AASHTO Roadside Design Guide.
5. FDOT Design Manual (FDM). 2023 Edition.
6. FDOT Standard Plans FY 2022-23 Edition.
7. FDOT Standard Specifications for Road and Bridge Construction. July 2022 Edition.
8. FDOT Basis of Estimates Manual, 2023 Edition.
9. FDOT Structures Manual, January 2023 Edition.
10. FDOT Soils and Foundations Handbook, 2022 Edition.
11. FDOT Drainage Manual, January 2023 Edition
12. MUTCD and FDOT Manual on Uniform Traffic Studies (MUTS).

SECTION III CONSULTANT TASKS AND DELIVERABLES SUMMARY

It is assumed all plans, including the various sub-disciplines, will be included in one plan set except for the Bridge/Structure Plans. The Bridge/Structure Plans shall be a separate component plan set. For bidding purposes, quantities shall be sub-divided by discipline. For 30%, 60%, 90% and 100% plan submittal dates, the deliverables should include:

- One .pdf file of the plans
- Other documents as specified in the deliverables for each task

At the Final Bidding stage, submit one electronically signed and sealed .pdf file, and the electronic drawing file in the format in which the files were produced. In addition, drawings shall be provided in an ESRI compatible format. The files in their native format shall be submitted to the COUNTY and shall include a complete deployment package containing support files including, but not limited to:

- Drawing files
- External reference files
- Font files
- Any other support files required to complete the drawing

Specific tasks and associated deliverables for each task are detailed below:

TASK 1 ADMINISTRATION AND MEETINGS

1.1 Project Administration: CONSULTANT shall provide management services necessary to effectively administer the project including coordination of disciplines and Sub-Consultants, contract and billing maintenance, schedule generation and maintenance, and maintaining regular communication with the COUNTY. Attendance of monthly project coordination meetings, including preparation of meeting agendas, coordination with attendees, and preparation of meeting summaries. It is anticipated that the design phase duration will be approximately 12 months. Ten (10) MS Teams meetings and two (2) in person meetings are anticipated for this task.

1.2 Independent Peer Review: Services provided by CONSULTANT under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. This task incudes an independent peer review of the plans and specifications by a bridge engineer not directly involved in the day-to-day design of the bridge.

1.3 Public Information Meeting: Stakeholders shall include applicable DeSoto County Departments and other affected entities as necessary to solicit their involvement in the project. One (1) meeting is anticipated for this task. The production of extensive graphics and boards is not included in this task.

Task 1 Deliverables: Meeting Minutes.

TASK 2 ENGINEERING AND LAND SURVEY

The CONSULTANT shall perform survey tasks in accordance with applicable statutes and accepted survey practices. Surveying services shall be performed under the supervision of a Florida Licensed Surveyor and Mapper.

2.1 Horizontal and Vertical Project Control

The CONSULTANT shall:

a) Provide horizontal data in feet and shall be projected on the Florida State Plane Coordinate System, West Zone, NAD83(2011).

b) Provide vertical data in feet and shall be relative to the North American Vertical Datum of 1988 (NAVD88).

c) Establish and/or recover horizontal and vertical control for the project and add additional control points where necessary to provide a sufficiently densified project control network. This task includes the processing and analysis of field collected data and the preparation of forms.

d) Locate existing section corners and section lines where necessary. Show corners found and section lines. Reference the section corners preferably outside the area of construction so they can be reset once construction is complete.

e) Prepare an electronic CAD base map of the underlying subdivisions, property lines, deeds, easements, alignments, and control network.

f) If any of the Counties' NAVD 88 Benchmarks lie within the construction area or are destroyed, they will be reestablished per National Geodetic Survey (NGS) standards for Vertical Control for 2nd Order, Class B standards. This will require the employment of a Florida Surveyor and Mapper with experience doing this standard of precision work as evidenced by both previous work and the required equipment to accomplish this work to NGS standards.

2.2 Design Topo, Locations and Digital Terrain Model (DTM)

The CONSULTANT shall provide surveying services of the bridge 044033 for approximately 150 feet on each side the bridge, extending through the roadway right of way, and shall include:

a) Limits of the Topographic Survey shall extend 150 feet north and south of the bridge abutments (extending approximately 10 feet outside the road right of way) and 200 feet upstream and downstream for the face of the existing bride (as shown in **Attachment A**).

b) Cross sections of the stream shall be taken at 25-foot intervals and shall include:
- Ground shots in floodplain at breakpoints
- Top of bank
- Bottom of bank
- Main channel thalweg
- Sides and top or bottom of any scour holes and sand bars
- Stream shots at the piers up & down

c) Location of above ground permanent improvements such as buildings, asphalt, concrete, fences, walls, and surface features of utilities.

d) Trees and underground utility designating are not included as part of this survey.

e) Existing structural components of the bridge, such as piles, cap beams, intermediate bents and low beam elevations shall also be obtained.

c) Collect topographic cross-sectional data on approximately 50-foot stations within the right-of-way and up to 25 feet beyond said right-of-way where needed for design.

d) Collect topographic data for possible drainage pond locations as directed by design engineer.

e) Prepare a digital terrain model (DTM) of the collected topographic data to include break lines and high/low points.

f) Obtain elevations and dimensions of existing drainage structures and drainage pipes

g) Obtain bathymetric surveys of the existing canal in the vicinity of the bridge between the bridge and the weir upstream and at least 50 feet downstream

Task 2 Deliverables: **OpenRoads MicroStation 3D file (.dgn), Digital Terrain Model (DTM) in Land XML format, PDF digitally signed Surveyor's Report.**

TASK 3 GEOTECHNICAL SERVICES

CONSULTANT shall furnish soils investigation and analysis necessary for the design and preparation of construction plans for this project. Aerial photographs, U.S.G.S. maps and soil survey maps shall be reviewed. A report shall be prepared with recommendations and pertinent soils data, including the water table, and shall be submitted to the COUNTY.

3.1 Soil Borings and Laboratory Testing:

Roadway:

a) Pavement cores on the existing roadway. One (1) core will be taken on each side of the existing bridge approximately 50 feet from the bridge ends (2 total).

Bridge Replacement:

a) Two (2) SPT borings shall be performed to a depth of 80' below existing grade on each side of the existing bridge. In addition to normal soil samples, undisturbed samples (Shelby tubes) shall be collected of selected strata for consolidation testing in the laboratory, as well as other laboratory testing that may be appropriate.

b) Pile capacity analysis (both axial and lateral) for 18" and 24" square prestressed concrete piles.

c) Provide geotechnical parameters in relation to retaining wall design associated with the bridge construction.

d) Sediment samples will be collected near the bridge for grain size analysis related to scour analysis for the bridges.

e) A water sample shall be collected at each bridge location for environmental classification. In addition, soil samples from the bridge borings shall be composited for environmental classification testing.

f) Prepare a report summarizing the findings and provide recommendations for roadway and structure design along with environmental classifications. CONSULTANT shall also provide soil survey sheet for the roadway plans and core boring sheets for inclusion in the structure plans.

General:

a) Laboratory testing, sufficient to enable a Geotechnical Engineer registered in the State of Florida, to analyze subsurface soil conditions and make design recommendations, shall be performed. Such tests may include, but shall not be limited to, grain size analysis, Atterberg limits, organic content, environmental classification tests, etc.

Task 3 Deliverables: Geotechnical Report and Core Boring Plan Sheets.

TASK 4 BRIDGE HYDRAULICS REPORT

CONSULTANT shall prepare a Bridge Hydraulics Report (BHR). The analysis shall include quantifying the design high water elevation and estimating stream velocities and scour depths to support the new bridge design. The study will include the 10-, 25-, 50-, 100-, and 500-year storm events derived from the Bunker Ditch drainage area only. It will not include the impacts associated with backwater from the Peace River.

Hydrologic analysis will follow the guidelines outlined in Chapter 4 of the FDOT Drainage Manual, January 2023 edition. It is assumed that the Bunker Ditch is not tidally influenced, therefore storm surge-driven tailwater will not be assessed. The Hydraulic Analysis will use HEC-RAS version 6.0 or later. The hydraulic analysis will include existing conditions using the survey provided and available LIDAR information in the floodplains. The proposed analysis will include the two replacement alternatives discussed in **Task 5.** Scour will be analyzed for the Q25, Q50, Q100 and Q500 storm events. FDOT and FHWA procedures will be utilized for the analysis.

The bridge is in a FEMA Zone AE with mapped BFEs. It is anticipated that a No-Rise/No-Impact Certification will be obtained based on the feasibility alternatives in **Task 5** below. If a No-Rise/No-Impact Certification cannot be obtained, then a CLOMR will be required and will be considered ADDITIONAL WORK.

The Preliminary Bridge Hydraulics Report (BHR) will be submitted as part of the 30% design plan package. Based on comments received on the Preliminary BHR, the Consultant will address comments and prepare the Final Bridge Hydraulics Report (BHR). The Final BHR will be submitted as part of the 60% design plan package. The Final BHR will also be used for the permit applications for US Army Corps of Engineers (USACE) as required.

Task 4 Deliverables:

- 1 electronic copy (PDF format) of the Preliminary Bridge Hydraulics Report with appropriate narrative and design calculations in appendices to be included with the 30% Design Package
- 1 electronic copy (PDF format) of the Final Bridge Hydraulics Report with appropriate narrative and design calculations in appendices to be included with the 60% Design Package
- 1 electronic copy of the hydraulic HEC-RAS model to be included with the Final BHR

TASK 5 BRIDGE REPAIR/REPLACEMENT FEASIBILITY STUDY REPORT

CONSULTANT shall perform a study that evaluates the bridge repair and bridge replacement alternatives.

5.1 Bridge Inspection: CONSULTANT shall perform an in-depth inspection of the existing bridge. Document the findings using field notes, sketches, and photographs.

5.2 Evaluate Bridge Repair Requirements: CONSULTANT shall perform a study that evaluates and determines the required repairs to restore the bridge to a pre-hurricane condition. Prepare conceptual repair drawings. Develop the material quantities and prepare an opinion of probable cost (OPC).

5.3 Evaluate Bridge Replacement Alternatives: CONSULTANT shall evaluate the following feasible alternatives for a new bridge:

- 56 foot long, 4 -14-foot spans, timber stringer bridge supported on timber pile bents (in-kind replacement)
- 96 foot long, 3 – 32-foot spans, cast-in-place concrete flat slab supported on prestressed concrete pile supported bents meeting current FDOT standards.
- 96 foot long, 2- 48-foot spans, FDOT prestressed concrete slabs with a concrete deck supported on prestressed concrete pile supported bents meeting current FDOT standards.

Perform preliminary design calculations to allow for the development of material quantities for each alternative. Prepare an opinion of probable cost (OPC) for each alternative. Develop preliminary bridge drawings including bridge typical sections and typical intermediate bent elevations for the in-kind replacement and for the least cost feasible replacement alternative.

5.4 Bridge Repair/Replacement Feasibility Study Report: CONSULTANT shall prepare a report that summarizes the repair and replacement alternatives including providing advantages and disadvantages of each approach. Attach copies of the preliminary bridge plans and OPC for the bridge repair and bridge replacement alternatives. Submit the report to the County for review and incorporate any comments provided by the County.

Task 5 Deliverable: **Bridge Repair/Replacement Feasibility Study Report**

TASK 6 PRELIMINARY PLANS (30%) PACKAGE

6.1 Roadway: The roadway plans shall, at a minimum, consist of the key sheet, typical section sheet, plan and profile sheets, and cross sections. CONSULTANT shall accomplish the following activities:

- Existing right-of-way and other real property are identified.
- Existing utility information is shown on the existing conditions map.
- The horizontal and vertical alignments.
- Temporary Traffic Control Plan

CONSULTANT shall submit the preliminary plans to the utility companies for verification of the existing utilities shown on the plans and provide updated information regarding the project design schedule and other requirements.

6.2 30% Structure Plans:

a) Perform coordination related to the final bridge design geometry including vertical and horizontal alignments, hydraulic opening, permitting, scour mitigation, and utilities.

b) Perform preliminary bridge design calculations for the bridge elements.

c) Prepare a set of preliminary design plans (30% complete) on 11" x 17" sheets for the preferred alternative. These plans shall include a general plan, elevation, bridge typical section, end bent section, and foundation layout plan. Submit electronic copies of the preliminary design plans to the entire project team for review and comment. Incorporate the comments and submit a final set of preliminary plans for use in permitting coordination.

Task 6 Deliverable: Preliminary (30%) Roadway and Bridge Plans and OPC

TASK 7 PERMITS

CONSULTANT shall prepare permit applications, data and drawings required for submittal by the COUNTY to all local, state and federal agencies having permit jurisdiction as necessary for the proposed roadway improvements. CONSULTANT shall address any RAI's that may be generated in the permitting review process. Anticipated permits for this project and task are listed herein.

COUNTY understands that permitting is a regulatory function and as such the CONSULTANT can make no guarantees on the ultimate acceptability of the proposed improvements or for the timeliness of permit reviews. COUNTY shall review the permit applications and be responsible for payment of applicable permit application fees and any associated mitigation costs.

Southwest Florida Water Management District (SWFWMD) Environmental Resource and United States Army Corps of Engineers Nationwide Permit: CONSULTANT shall prepare application packages and attend pre-application meetings with the SWFWMD, and US Army Corps of Engineers (USACE).

Task 7 Deliverables: Completed application package for the SWFWMD and USACOE

TASK 8 90% SUBMITTAL

The 90% plans shall be generated in general accordance with the FDM. The intent of the 90% plans is to finalize all major aspects of the design subject only to minor changes by the COUNTY or other regulatory agencies. Major revisions at this point shall be considered additional work.

8.1 Roadway: Upon approval of the 30% plans by the COUNTY, CONSULTANT shall perform necessary design activities in support of the 90% plans and regulatory permit applications including traffic control plans drainage collection and conveyance facilities, roadway construction details, and signing and pavement markings. CONSULTANT shall prepare 90% roadway, signing and pavement marking, and lighting plans. CONSULTANT shall prepare an overall preliminary OPC.

8.2 Structures:

a) Prepare separate bridge plans for the bridge incorporating the design recommendations contained in the Bridge Repair/Replacement Feasibility Study Report. Design the structures complying with AASHTO-LRFD Bridge Design Specifications and prepare a load rating for the completed structure. All design services shall follow FDOT PPM and relevant AASHTO requirements.

b) The 90% plans shall include bridge superstructure plans and elevations, bridge hydraulics recommendation sheet, foundation layout, foundation installation notes and tables, pier and end bent layout and details, boring logs, and typical bridge section. Submit electronic copies of the final design deliverables for review and comment. Incorporate the comments into the drawings and specifications.

Task 8 Deliverables: 90% Roadway Plans and 90% Structures Plans, 90% OPC

TASK 9 100% SUBMITTAL

Based on COUNTY review and acceptance of the 90% plans, CONSULTANT shall provide necessary design efforts and prepare 100% plans. The 100% plans shall be generated in general accordance with the FDM. The intent of the 100% plans is to provide a complete and final set of plans. Revisions after this point shall be considered additional work.

9.1 Roadway: CONSULTANT shall prepare 100% roadway, signing and pavement marking, and lighting plans. CONSULTANT shall prepare an overall Final OPC.

9.2 Structures: CONSULTANT shall prepare 100% structures plans.

Task 9 Deliverables: 100% Plans, Final OPC

TASK 10 BIDDING AND FINAL CONTRACT DOCUMENTS

10.1 Specifications: The FDOT Standard Specifications will be referenced in the plans. Prepare any technical special provisions (TSPs) required for any special items not included in the standard specifications.

10.2 Bid Form: CONSULTANT shall prepare and provide a bid form summarizing all pay items and associated quantities.

10.3 Plans: CONSULTANT shall provide signed and sealed plans, in format and quantity as described herein, to be included in the bid set.

10.4 Permits: CONSULTANT shall provide a copy of all permits acquired for the project including all associated general and special conditions to be included in the bid set.

10.5 Bid Assistance: CONSULTANT shall attend the pre-bid meeting, respond to questions from bidders in writing and provide assistance with bid evaluation and recommendation of award.

Task 10 Deliverables: **Technical Special Provisions in Word format, Bid Form in Excel format, signed and sealed Plans and copies of Permits in PDF format.**

TASK 11 CONSTRUCTION PHASE SERVICES

The scope of services for this task shall be as requested by the County during the bidding phase.

EXHIBIT B
COMPENSATION FEE SUMMARY
KCI TECHNOLOGIES INC.
FOR
DESOTO COUNTY PUBLIC WORKS
PROJECT NO. 23-15-00
REPAIR OR REPLACE BRIDGE #044033 ON SECOND BUNKER AVENUE

Task 1 - Administration and Meetings	$15,280 (Lump Sum)
Task 2 – Engineering and Land Survey	$25,925 (Lump Sum)
Task 3 – Geotechnical Services	$9,085 (Lump Sum)
Task 4 – Bridge Hydraulics Report	$35,060 (Lump Sum)
Task 5 – Bridge Repair/Replacement Feasibility Study Report	$40,280 (Lump Sum)
Task 6 - Preliminary Plans (30%) Package	$36,640 (Lump Sum)
Task 7 – Permits	$13,560 (Lump Sum)
Task 8 - 90% Submittal	$54,760 (Lump Sum)
Task 9 - 100% Submittal	$6,160 (Lump Sum)
Task 10 - Final Bidding and Contract Documents	$12,550 (Lump Sum)
Task 11 – Construction Phase Services	TBD

The attached sheets provide a detailed breakdown of the staff hours, titles, and rates for each task fee. If bridge repairs are selected by the County as the preferred alternative instead of bridge replacement after the completion of Task 5, the Optional Bridge Repair Fee Reduction amount would reduce each of the final design task fees proportionately for Tasks 6, 8 and 9 to be the amounts shown below.

Task 6 - Preliminary Plans (30%) Package	$29,312 (Lump Sum)
Task 8 - 90% Submittal	$43,808 (Lump Sum)
Task 9 - 100% Submittal	$4,928 (Lump Sum)
Bridge Replacement Total Lump Sum Fee	**$249,300**
Optional Bridge Repair Fee Reduction	**($19,512)**
Bridge Repair Total Lump Sum Fee	**$229,788**

KCI

KCI
Proposal Back-up Form

Second Bunker Ave Bridge 044033
Proposal Name
Summary

Phase	
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RV
Date: 5/16/2023

Checked by: RC
Date: 5/16/2023

Task Description or Drawing Title	Practice Leader $270.00	Sr. Proj. Mgr. $200.00	Sr. Engineer $155.00	Sr. Project Engineer $140.00	Project Engineer $125.00	EIT $100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
1 Administration/Meetings	24	44	0	0	0	0	$ 15,280	$ -	$ -	$ 15,280
2 Engineering/Survey	SEE SURVEY TAB FOR LABOR RATES/HOURS						$ 25,925	$ -	$ -	$ 25,925
3 Geotechnical (Universal)	0	0	0	0	0	0	$ -	$ 9,085	$ -	$ 9,085
4 Bridge Hydraulics	8	40	80	0	100	0	$ 35,060	$ -	$ -	$ 35,060
5 Feasibility Study	24	52	80	0	88	0	$ 40,280	$ -	$ -	$ 40,280
6 30% Submittal	16	32	64	0	96	40	$ 36,640	$ -	$ -	$ 36,640
7 Permits	8	16	40	0	16	0	$ 13,560	$ -	$ -	$ 13,560
8 90% Submittal	12	40	104	0	80	174	$ 54,760	$ -	$ -	$ 54,760
9 100% Submittal	0	6	12	0	12	16	$ 6,160	$ -	$ -	$ 6,160
10 Bidding/Contract Documents	0	14	50	0	16	0	$ 12,550	$ -	$ -	$ 12,550
SHEET TOTALS	92.0	244.0	430.0	0.0	408.0	230.0	$ 240,215	$ 9,085	$ -	$ 249,300

KCI

KCI
Proposal Back-up Form

Second Bunker Ave Bridge 044033
Proposal Name
1 Administration/Meetings

Phase	
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RV
Date: 5/16/2023

Checked by: RC
Date: 5/16/2023

Task Description or Drawing Title	Practice Leader $270.00	Sr. Proj. Mgr. $200.00	Sr. Engineer $155.00	Sr. Project Engineer $140.00	Project Engineer $125.00	EIT $100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
1.1 Project Administration	16	12					$ 6,720			$ 6,720
1.2 Quality Assurance Program		24					$ 4,800			$ 4,800
1.3 Public Information Meetings	8	8					$ 3,760			$ 3,760
SHEET TOTALS	24.0	44.0	0.0	0.0	0.0	0.0	$ 15,280	$ -	$ -	$ 15,280

KCI

KCI
Proposal Back-up Form

Second Bunker Ave Bridge 044033
Proposal Name
2 Engineering/Survey

Phase	
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: BH
Date: 5/16/2023

Checked by: RV
Date: 5/16/2023

Task Description or Drawing Title	2-man Survey Crew $185.00	Survey Technician $110.00	Sr. Surveyor and Mapper $215.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
2.1 & 2.2 Survey	80	64	19	$ 25,925			$ 25,925
SHEET TOTALS	80.0	64.0	19.0	$ 25,925	$ -	$ -	$ 25,925

KCI

KCI
Proposal Back-up Form

Second Bunker Ave Bridge 044033
Proposal Name
3 Geotechnical

Phase	
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RV
Date: 5/16/2023

Checked by: RC
Date: 5/16/2023

Task Description or Drawing Title	Practice Leader $270.00	Sr. Proj. Mgr. $200.00	Sr. Engineer $155.00	Sr. Project Engineer $140.00	Project Engineer $125.00	EIT $100.00	Labor Subtotal	Universal Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
3.1 Soil Borings/Testing/Report							$ -	$ 9,085		$ 9,085
SHEET TOTALS	0.0	0.0	0.0	0.0	0.0	0.0	$ -	$ 9,085	$ -	$ 9,085

KCI

KCI
Proposal Back-up Form

Second Bunker Ave Bridge 044033
Proposal Name
4 Bridge Hydraulics

Phase	
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RV
Date: 5/16/2023

Checked by: RC
Date: 5/16/2023

Task Description or Drawing Title	Practice Leader $270.00	Sr. Proj. Mgr. $200.00	Sr. Engineer $155.00	Sr. Project Engineer $140.00	Project Engineer $125.00	EIT $100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
BHR	8	40	80		100		$ 35,060			$ 35,060
SHEET TOTALS	8.0	40.0	80.0	0.0	100.0	0.0	$ 35,060	$ -	$ -	$ 35,060

KCI

KCI
Proposal Back-up Form

Second Bunker Ave Bridge 044033
Proposal Name
5 Feasibility Study

Phase	
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RV
Date: 5/16/2023

Checked by: RC
Date: 5/16/2023

Task Description or Drawing Title	Practice Leader $270.00	Sr. Proj. Mgr. $200.00	Sr. Engineer $155.00	Sr. Project Engineer $140.00	Project Engineer $125.00	EIT $100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
5.1 Bridge Inspection	4	12	16		16		$ 7,960			$ 7,960
5.2 Bridge Repair Evaluation	8	8	16		24		$ 9,240			$ 9,240
5.3 Bridge Replace Evaluation	8	16	32		40		$ 15,320			$ 15,320
5.4 Feasibility Report	4	16	16		8		$ 7,760			$ 7,760
SHEET TOTALS	24.0	52.0	80.0	0.0	88.0	0.0	$ 40,280	$ -	$ -	$ 40,280

KCI

KCI
Proposal Back-up Form

Second Bunker Ave Bridge 044033
Proposal Name
6 30% Submittal

Phase	
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RV
Date: 5/16/2023

Checked by: RC
Date: 5/16/2023

Task Description or Drawing Title	Practice Leader $270.00	Sr. Proj. Mgr. $200.00	Sr. Engineer $155.00	Sr. Project Engineer $140.00	Project Engineer $125.00	EIT $100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
6.1 Roadway	8	16			16	40	$ 11,360			$ 11,360
6.2 Structures	8	16	64		80		$ 25,280			$ 25,280
SHEET TOTALS	16.0	32.0	64.0	0.0	96.0	40.0	$ 36,640	$ -	$ -	$ 36,640

KCI

KCI
Proposal Back-up Form

Second Bunker Ave Bridge 044033
Proposal Name
7 Permits

Phase	
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RC
Date: 5/16/2023

Checked by: RV
Date: 5/16/2023

Task Description or Drawing Title	Practice Leader $270.00	Sr. Proj. Mgr. $200.00	Sr. Engineer $155.00	Sr. Project Engineer $140.00	Project Engineer $125.00	EIT $100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
7 Permits	8	16	40		16		$ 13,560			$ 13,560
SHEET TOTALS	8.0	16.0	40.0	0.0	16.0	0.0	$ 13,560	$ -	$ -	$ 13,560

KCI

KCI
Proposal Back-up Form

Second Bunker Ave Bridge 044033
Proposal Name
8 90% Submittal

Phase	
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RV
Date: 5/16/2023

Checked by: RC
Date: 5/16/2023

Task Description or Drawing Title	Practice Leader $270.00	Sr. Proj. Mgr. $200.00	Sr. Engineer $155.00	Sr. Project Engineer $140.00	Project Engineer $125.00	EIT $100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
8.1 Roadway	4	12	40			72	$ 16,880			$ 16,880
8.2 Structures	8	28	64		80	102	$ 37,880			$ 37,880
SHEET TOTALS	12.0	40.0	104.0	0.0	80.0	174.0	$ 54,760	$ -	$ -	$ 54,760

KCI

KCI
Proposal Back-up Form

Second Bunker Ave Bridge 044033
Proposal Name
9 100% Submittal

Phase	
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RV
Date: 5/16/2023

Checked by: RC
Date: 5/16/2023

Task Description or Drawing Title	Practice Leader $270.00	Sr. Proj. Mgr. $200.00	Sr. Engineer $155.00	Sr. Project Engineer $140.00	Project Engineer $125.00	EIT $100.00	Labor Subtotal	Weiler Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
9.1 Roadway		4	8			16	$ 3,640			$ 3,640
9.2 Structures		2	4		12		$ 2,520			$ 2,520
SHEET TOTALS	0.0	6.0	12.0	0.0	12.0	16.0	$ 6,160	$ -	$ -	$ 6,160

KCI

KCI
Proposal Back-up Form

Second Bunker Ave Bridge 044033
Proposal Name
10 Bidding/Contract Documents

Phase	
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RV
Date: 5/16/2023

Checked by: RC
Date: 5/16/2023

Task Description or Drawing Title	Practice Leader $270.00	Sr. Proj. Mgr. $200.00	Sr. Engineer $155.00	Sr. Project Engineer $140.00	Project Engineer $125.00	EIT $100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
10.1 Specifications		4	24				$ 4,520			$ 4,520
10.2 Bid Form		2			8		$ 1,400			$ 1,400
10.3 Plans		2			8		$ 1,400			$ 1,400
10.4 Permits		2					$ 400			$ 400
10.5 Bid Assistance		4	26				$ 4,830			$ 4,830
SHEET TOTALS	0.0	14.0	50.0	0.0	16.0	0.0	$ 12,550	$ -	$ -	$ 12,550

KCI TECHNOLOGIES

ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

4041 Crescent Park Drive • Tampa, FL 33578 • Phone 813-740-2300

EXHIBIT C
SCHEDULE SUMMARY
KCI TECHNOLOGIES INC.
FOR
DESOTO COUNTY PUBLIC WORKS
PROJECT NO. 23-15-00
REPAIR OR REPLACE BRIDGE #044033 ON SECOND BUNKER AVENUE

KCI Technologies Inc. anticipates the completion of the design and construction phases of this project within 92 weeks. If the services covered by this proposal have not been completed within this time, through no fault of KCI, a time extension to complete our services may be renegotiated. The following durations are proposed.

		Duration (weeks)
Tasks 1 – 5	**Preliminary Engineering**	**18**
Tasks 6	**30% Roadway and Bridge Plans**	**6**
Tasks 7 - 10	**Permitting & Final Roadway and Bridge Plans**	**32**
	Bidding Services	**8**
	Post Design Services & Construction	**28**
	Total	**92**

DESOTO COUNTY
ENGINEERING SERVICES / REPAIR OR REPLACEMENT OF BRIDGE #044033 ON SECOND BUNKER AVENUE
AGREEMENT AMENDMENT
Solicitation No. 23-15-00RFQ

THIS AGREEMENT AMENDMENT is made this ____ day of _____, 2026, 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 East Oak Street, Arcadia, Florida 34266, and **KCI TECHNOLOGIES, INCORPORATED** a Corporation, authorized to do business in the State of Florida, hereinafter referred to as ("CONSULTANT"), whose address is 150 Kelsey Lane, Tampa, Florida 33619.

WHEREAS, the COUNTY and CONSULTANT entered into an Agreement on June 16, 2023, for Engineering Services related to the Repair or Replacement of Bridge #044033 on Second Bunker Avenue; and

WHEREAS, the CONSULTANT has completed the design and permitting services required under the Agreement; and

WHEREAS, the Agreement included Construction Phase Services (Task 11), with compensation to be established at a later date due to the unknown nature of whether the bridge would be repaired or replaced; and

WHEREAS, based upon the results of the geotechnical evaluation and engineering analysis performed for the Project, replacement of the existing bridge has been determined to be the appropriate course of action; and

WHEREAS, the COUNTY desires to proceed with Construction Phase Services (Task 11), and the CONSULTANT has submitted a Scope of Services and Fee Proposal for said services, attached hereto as Exhibit "A";

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. CONSTRUCTION PHASE SERVICES.

The CONSULTANT hereby agrees to provide Construction Phase Services (Task 11) in accordance with the CONSULTANT'S Scope of Services and Fee Proposal as more particularly set forth in Exhibit "A", subject to the terms and conditions of the original Agreement.

SECTION 3. TERM.

The Agreement shall remain in effect through completion of the Construction Phase Services and final acceptance of the Project.

SECTION 4.

Except as specifically provided for herein, all other provisions of the Agreement, dated June 16, 2023, as amended, shall remain in full force and effect.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment as of the _____day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

By: _____
Mandy Hines
County Administrator

By: _____
Steve Hickox
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

_____
Valerie Vicente
County Attorney

Date: _____

WITNESSES:

_____

_____

KCI TECHNOLOGIES, INCORPORATED

By: _____

Printed Name: _____

Title: _____

CHANGE ORDER #1 – TASK 11 CONSTRUCTION PHASE SERVICES
April 15, 2026
SCOPE OF SERVICES
KCI TECHNOLOGIES INC.
FOR
DESOTO COUNTY PUBLIC WORKS
PROJECT NO. 23-15-00
REPAIR OR REPLACE BRIDGE #044033 ON SECOND BUNKER AVENUE

SUMMARY

Upon the request of Desoto County, this Task 11 Construction Phase Services scope is being provided to combine Post Design Services and Construction Engineering and Inspection Services into one lump sum task. The scopes are shown separately to delineate the responsibilities of the Bridge Engineer of Record (Task 11A) and the Senior Project Engineer (Task 11B) responsible for the CEI scope. The task shall be billed monthly, based on progress, as a percentage of the lump sum fee. The backup documentation used for calculation of the fee, as well as assumptions for lab testing quantities, and assumptions for CEI staff utilization is included in the attached.

TASK 11A CONSTRUCTION PHASE SERVICES (EOR)

11A.1 Respond to RFI's: Respond to RFI's when forwarded from the CEI. CONSULTANT shall respond to RFI's within five (5) working days of receipt.

11A.2 Shop Drawing Review: Review and approve or take other appropriate action in respect to shop drawings and samples, and other data which the Contractor is required to submit, but only for conformance with the information given in the contract documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the contract documents. CONSULTANT shall respond to Shop Drawings within ten (10) working days of receipt.

11A.3 Interpretations and Clarifications: CONSULTANT shall provide interpretations and clarifications on the intent of the plans and contract documents to the Contractor and COUNTY Project Manager as necessary during construction. CONSULTANT shall evaluate and determine the acceptability of substitute or "or equal" materials, equipment, layout, dimensions, and elevations proposed by Contractor in accordance with the contract documents, but subject to the provisions of applicable standards of state or local government entities. CONSULTANT shall respond to requests for interpretations and clarifications within five (5) working days of receipt.

11A.4 Construction Observation: CONSULTANT shall attend the pre-construction meeting and provide periodic onsite construction observation services during the construction phase necessary

to allow the CONSULTANT to certify the project complete to the Southwest Florida Water Management District (SWFWMD) and COUNTY at the completion of the construction. In such observations, CONSULTANT shall advise the COUNTY Project Manager of any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and advise the COUNTY Project Manager of any observed construction activities that violate the requirements of the permits.

11A.5 Record Drawings: CONSULTANT shall review and comment as appropriate on the as-built drawings prepared by the Contractor's professional surveyor registered in the State of Florida. Upon receipt of the necessary information and survey data, CONSULTANT shall prepare a set of record drawings.

11A.6 Certifications: Perform a Final Walk-Through with the COUNTY Project Manager and CEI and prepare a Punchlist. Based on the results of the final observations of the site, test reports, record drawings, and other documentation pertinent to the project, CONSULTANT shall prepare and submit to the SWFWMD and COUNTY, the certificates of completion of construction.

11A.7 Bridge Certification: Verify the design load rating is sufficient for any field changes, prepare an FDOT load rating summary form, and a letter of certification. Perform coordination related to obtaining a FDOT bridge number and initial inspection. If updates to the load rating are needed to account for field changes, an additional fee may be required.

Task 11A Deliverables: Reviewed Shop Drawings, Record Drawings, Certification of Construction Completion Forms, Final Walk-Through Punchlist, As-built Load Rating Documentation

NOTE: During construction, the Senior Project Engineer (see Task 11B), or his/her designate, shall be the main point of contact for the County and Contractor for construction-related items and shall coordinate with the Bridge Engineer of Record, or his/her designate as needed.

TASK 11B CONSTRUCTION ENGINEERING AND INSPECTION SERVICES (CEI)

11B.1 Length of Service: The CONSULTANT's Senior Project Engineer will track the execution of the Construction Contract such that the CONSULTANT is given timely authorization to begin work. The CONSULTANT shall be ready to assign personnel within four weeks of notification.

Duration of Construction: 240 Calendar Days

For estimating purposes, the Consultant will be allowed an accumulation of 30 calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the first project and 30 calendar days to demobilize after Final Acceptance of the last Construction Contract.

11B.2 Lump Sum Services: The contract shall include the following provision: "The compensation for Construction Engineering and Inspection (CEI) Services is based upon an assumed construction duration of 240 calendar days. The cost and method of compensation for this

agreement is subject to re-negotiation if the original construction contract time changes + or – 10%. The re-negotiation of the cost shall be limited in case of an increase only to the extent in excess of 110%, and in case of a decrease below 90%. Any increase in compensation shall be limited solely to the additional level of effort required to perform CEI services beyond one hundred ten percent (110%) of the original contract duration, and shall not include costs attributable to delays caused by the CONSULTANT or within its reasonable control. Adjustments shall be calculated using a prorated daily rate derived from the original negotiated CEI compensation divided by the original contract duration; however, such rate shall be subject to adjustment to reflect actual staffing levels and reductions in effort during periods of suspension, delay, or reduced construction activity. In the event costs are re-negotiated as a result of changes in the construction contract time, adjustments to the compensation shall be made by written contractual amendment, and shall be supported by documentation demonstrating the actual impact on staffing and level of effort."

11B.3 Items to be furnished by the COUNTY: The County, on as-needed basis, will furnish the following Contract documents for each project. These documents may be provided in either paper or electronic format.

- Construction Plans,
- Special Conditions,
- Copy of the Executed Construction Contract,
- Copies of all permits issued for the project(s),
- Copies of any Joint Project Agreements executed for the project(s)

The County will allow connection to the County intranet through either dialup communications or approve leased lines. Appropriate approval must be received prior to their use. CONSULTANT shall have access to all files kept for the project by the County.

11B.4 Field Office: The County shall provide a field office with sufficient room and furnishings to effectively allow the CONSULTANT to carry out their responsibilities under this Scope of Services.

11B.5 Field Equipment: Supply inspection and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items. Hard hats shall have the name of the consulting firm visibly displayed. Equipment described herein and expendable materials under this Agreement will remain the property of the CONSULTANT and shall be removed at completion of the work. Handling of nuclear density gauges shall be in compliance with their license. Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

11B.6 General Requirements of the CONSULTANT: It shall be the responsibility of the CONSULTANT to administer, monitor, and inspect the construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special conditions for the Construction Contract. This responsibility also includes schedule tracking and reporting on a weekly basis.

The CONSULTANT shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.

The CONSULTANT is not authorized to negotiate and approve Construction Contract Change Orders or Authorized Allowance Requests. All such Change Orders must be determined to be in accordance with Florida law by the County prior to approval by the County Commission. The CONSULTANT shall consult with the County Project Manager, as it deems necessary and shall direct all issues which exceed its delegated authority to the County Project Manager for County action or direction.

The CONSULTANT shall advise the County Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the CONSULTANT shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

11B.7 On-site Inspection: The CONSULTANT shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special conditions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. The CONSULTANT shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

CONSULTANT shall review and approve Contractor's production schedule, shall enforce schedule conditions, and shall request a remediation plan should project fall behind the original contract schedule.

11B.8 Sampling and Testing: The CONSULTANT shall perform Quality Assurance sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT's Specifications or Materials Sampling, Testing and Reporting Guide shall be met by the Contractor. In complying with the aforementioned specifications or guide, the CONSULTANT shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the Quality Assurance sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

The CONSULTANT shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

Sampling, testing and laboratory methods shall be as required by the Standard Specifications, Special Conditions or as modified by special provisions of the Construction Contract.

Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done.

11B.9 Engineering Services: The CONSULTANT shall coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing each construction project. Notwithstanding the above, the CONSULTANT is not liable to the County for failure of such parties to follow written direction issued by the CONSULTANT.

Services include maintaining the required level of observation of Contractor activities, interpreting plans, specifications, and contract documents for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, preparing daily field reports on County forms and properly documenting all significant project changes. The CONSULTANT may perform the following services:

(1) Schedule and attend a pre-construction conference for each project identified in accordance with County's procedure. The CONSULTANT shall provide appropriate staff to attend and participate in the meeting. Notice to Proceed is normally issued on the date of this pre-construction conference.
(2) The CONSULTANT shall record a complete and concise record of the proceedings of the pre-construction meeting and distribute copies of this summary to the participants and other interested parties within seven (7) days. The CONSULTANT shall submit Action Request packages for Personnel Approval for immediate staff needs and a copy/computer file of the final negotiated staffing to the County Project Manager at this meeting.
(3) CONSULTANT shall prepare a payment application spreadsheet, in the County's format, for use in approving pay quantities and for Contractor invoicing.
(4) CONSULTANT shall prepare and update the shop drawing submittal log for the Project and shall be responsible for reviewing or obtaining approvals for all shop drawing submittals.
(5) CONSULTANT shall analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, duration, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.
(6) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the i:se of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The CONSULTANT's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Stone water Discharges from Construction Sites" and guidelines developed by County.
(7) Analyze problems that arise on a project and proposals submitted by the Contractor, endeavor to resolve such issues, and process the necessary paperwork.

(8) Produce reports, verify quantity calculations, make field measurements for payment purposes as needed to prevent delays in Contractor operations and ensure prompt processing of such information in order for the County to make timely payment to the Contractor. (See paragraph 3.)

(9) Prepare and make presentation before the County in connection with any disputes or claims regarding the project covered by this Agreement.

(10) Monitor each Contractor and subcontractor's compliance with specifications and contract documents.

(11) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy. A pre- construction video and post-construction video are also required.

(12) The CONSULTANT shall have a digital camera for photographic documentation of noteworthy incidents or events to cover the following areas:

(a). Pre-construction photographs
(b). Normal and exceptional progress of work
(c). Critical path activities
(d). Accidents of all types, including private vehicular accidents
(e). Unsafe working conditions
(f). Unusual construction techniques
(g). Damaged equipment or materials
(h). Any activity which may result in claims

These photographs will be filed and maintained on the CONSULTANT's computer. Copies of photographs will be electronically transferred to the County every 30 days via Sharepoint. The taking of the photographs shall begin the day prior to the start of construction and continue regularly throughout this project. Photographs shall be taken on the days of Conditional, Partial and/or Final Acceptance.

(13) Coordinate weekly/bi-weekly construction progress meetings at the field office. Prepare minutes of these meetings and distribute.

(14) If requested by the County, prepare and distribute a monthly progress report including CPM schedule, cost/payment status, PCR's, CO's, CPM variances, QNQC concerns, permit compliance.

(15) Monitor, inspect and document utility relocation self-performed by the contractor for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Document utility construction progress to be performed by Utility Agencies. Facilitate coordination and communication between Utility Agency's representatives, County's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including County and Local Government owned facilities.

Identify, review, and track progress of Joint Project Agreements, and/or other County and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

(16) Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with County procedures.

(17) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the FDOT District Contract Compliance Manager as requested.

11B.10 Geotechnical Engineering: The prime CONSULTANT may engage the services of a geotechnical subconsultant to perform some of the services indicated in this section. However, the prime CONSULTANT will be responsible to the County for the satisfactory performance and timeliness of these services.

Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct locations and elevations, identify discrepancies, and direct the Contractor to correct such observed discrepancies. Attend the Preconstruction Conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance with FDOT Specification Section 455. Inspect and verify that the Contractor has performed the foundation work in accordance with applicable FDOT Specification Section 455 and other contract documents. Provide qualified Geotechnical Engineers and CTQP qualified inspectors in Drilled Shaft/Pile Driving/Auger Cast Pile inspection, relevant to the foundation type(s) required in the plans. Schedule meetings and facilitate communications between the Contractor and any Specialty Contractors, the CEI, and the EOR as needed. Observe and verify that all work is performed in accordance with the contract documents. Assure that any specialty work is completed as necessary to accomplish its intent.

The following geotechnical engineering services shall be performed:

1) Piles:

Process and review the Pile Installation Plan. Schedule a pre-pile installation meeting to review and discuss the pile installation procedures. Make sure the Contractor's field superintendent, CEI's pile inspectors, and the EOR are invited. Prepare and distribute meeting minutes to the attendees. If required by EOR, Provide personnel proficient in operation of the PDA or EDC monitoring equipment required for the project, for data collection, interpretation and analysis. Utilize the most current version of equipment and software for dynamic testing and dynamic data analysis. Perform dynamic testing per the contract documents during initial driving and re- drives. Submit electronic Pile Driving Analyzer (PDA) and Embedded Data Collector (EDC) files upon completion of the test pile installation. Inspect and record the test pile driving process in accordance with CPAM. Inspect the conditions of the piles prior to installation, including any pile splices. Observe and verify that concrete piles were properly supported during storage and handled with appropriate pick-up details per contract documents. Inspect the pile driving installation. Complete the FDOT

pile driving logs. Observe the performance of any static or statnamic load tests and review the details are implemented as planned. Evaluate problems encountered during construction and coordinate with the EOR and the Contractor to resolve such problems, including possible additional testing and withdrawing the Pile Installation Plan.

2) Spread Footings:

Observe construction of spread footing foundations and verify that they are founded at the required elevation and on the proper soil/rock material. Verify the Construction Plan requirements and the applicable specifications are followed throughout the spread footing construction. Evaluate problems encountered during construction and coordinate with the EOR and the Contractor to resolve such problems.

11B.11 Final Estimate and As-Built Plans Submittal: Prepare documentation and records in compliance with the Contract Documents, Quality Control (QC) Plan, or CONSULTANT's approved QC Plan and the County's Procedures.

Submit the Final Estimate(s) and electronic final as-built plans (signed/sealed) documenting Contractor's work as follows:

(a) Within twenty (30) calendar days after submitted by Contractor; or

(b) Where all items of work are complete and conditional/partial acceptance is utilized (Lighting, Plant establishment, etc.) for a period exceeding thirty (30) calendar days, the final estimate(s) will be due on the twentieth (30) day after conditional/partial acceptance. A memorandum with documentation will be transmitted to the County Project Manager at final acceptance detailing any necessary revisions to the pay items covered under the conditional/partial acceptance.

11B.12 Personnel - General Requirements: The CONSULTANT shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

11B.13 Personnel - Staffing: Once authorized, the CONSULTANT shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the County has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the CONSULTANT while the Contractor is working. If Contractor operations are substantially reduced or suspended, the CONSULTANT will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of CONSULTANT forces thorn the project, the CONSULTANT will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

11B.14 Other services: Upon written authorization by the County, the CONSULTANT will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement but may be required by the County to supplement the Professional services under this Agreement.

A. Assist in preparing for arbitration hearings *or* litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
C. Provide inspection services in addition to those provided for in this Agreement.
D. In the event the Contractor submits a claim for additional compensation and/or time after the CONSULTANT has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

KCI

KCI
Proposal Back-up Form

Second Bunker Ave Bridge 044033
Proposal Name
Task 11A Construction Phase Services (EOR)

Phase	
Schematic	
Preliminary	
Design	
Construction	X

Prepared by: AJS
Date: 4/3/2026

Checked by: BKS
Date: 4/3/2026

Task Description or Drawing Title	Practice Leader $295.00	Project Manager $225.00	Sr. Engineer $185.00	Sr. Project Engineer $160.00	Project Engineer $140.00	EIT $130.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
11A.1 Respond to RFIs	4	16			24		$ 8,140			$ 8,140
11A.2 Shop Drawing Review	4	8			24		$ 6,340			$ 6,340
11A.3 Interpretations/Clarifications	4	16					$ 4,780			$ 4,780
11A.4 Construction Observation		32			8		$ 8,320			$ 8,320
11A.5 Record Drawings	2	4			16		$ 3,730			$ 3,730
11A.6 Certifications	2	8					$ 2,390			$ 2,390
11A.7 Bridge Certification	4	8			16		$ 5,220			$ 5,220
SHEET TOTALS	20.0	92.0	0.0	0.0	88.0	0.0	$ 38,920	$ -	$ -	$ 38,920

KCI

KCI
Proposal Back-up Form

Second Bunker Ave Bridge 044033
Proposal Name
Task 11B Construction Phase Services (CEI)

Phase	
Schematic	
Preliminary	
Design	
Construction	X

Prepared by: AJS
Date: 4/3/2026

Checked by: MEF
Date: 4/3/2026

Task Description or Drawing Title	Senior Project Engineer $248.00	Project Administrator $165.00	Contract Support Specialist $141.00	Senior Construction Inspector $109.00	Construction Inspector $80.00	Resident Compliance Specialist $67.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
11B.1 - Personnel	82.5	660	165	1650	33	165	$ 346,170			$ 346,170
11B.2 - Lab Services							$ -	$ 14,696		$ 14,696
							$ -			$ -
							$ -			$ -
							$ -			$ -
							$ -			$ -
							$ -			$ -
SHEET TOTALS	82.5	660.0	165.0	1,650.0	33.0	165.0	$ 346,170	$ 14,696	$ -	$ 360,866

Contract Duration (Days) 240

Personnel					Laboratory Services			
Position	Utiilization	Billable Rate	Total Hours	Subtotal	Service	Quantity	Rate	Subtotal
Senior Project Engineer	5%	$248.00	82.5	$20,460.00	Concrete Cylinder Verification Testi	10	$52.00	$520.00
Project Administrator	40%	$165.00	660	$108,900.00	Pile Data Review, Senior Geotech	12	$235.00	$2,820.00
Contract Support Specialist	10%	$141.00	165	$23,265.00	Pile Dynamic Verification Testing -	1	$6,650.00	$6,650.00
Senior Construction Inspector	100%	$109.00	1650	$179,850.00	Proctor/LBR Testing (up to 1 day, L	1	$850.00	$850.00
Construction Inspector	2%	$80.00	33	$2,640.00	Project Management & Sample Cer	1	$2,520.00	$2,520.00
Resident Compliance Specialist	10%	$67.00	165	$11,055.00			KCI Administration (10%)	$1,336.00
			Lump Subtotal	$346,170.00			Subtotal	$14,696.00

KCI

KCI
Proposal Back-up Form

Second Bunker Ave Bridge 044033
Proposal Name
Summary

Phase	
Schematic	
Preliminary	
Design	X
Construction	X

Prepared by: AJS
Date: 4/3/2026

Checked by: BKS
Date: 4/3/2026

Task Description or Drawing Title							Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee	
1 Administration/Meetings									$ -	$ 15,280	
2 Engineering/Survey									$ -	$ 25,925	
3 Geotechnical (Universal)									$ -	$ 9,085	
4 Bridge Hydraulics									$ -	$ 35,060	
5 Feasibility Study									$ -	$ 40,280	
6 30% Submittal									$ -	$ 36,640	
7 Permits									$ -	$ 13,560	
8 90% Submittal									$ -	$ 54,760	
9 100% Submittal									$ -	$ 6,160	
10 Bidding/Contract Documents									$ -	$ 12,550	
11 Construction Phase Services (Change Order #1)							$ 385,090	$ 14,696	$ -	$ 399,786	LUMP SUM
									Original Contract	$ 249,300	
SHEET TOTALS	0.0	0.0	0.0	0.0	0.0	0.0	$ 385,090	$ 14,696	$ -	**$ 649,086**	REVISED TOTAL

DeSoto County

5/12/2026

Item #: 12.

☐ 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: **Peter Danao, Finance Director**

TITLE & DESCRIPTION:
Accounts and Warrants Drawn Per Schedule of Bills Payable.

REQUESTED MOTION:
To approve accounts and warrants drawn according to Schedule(s) of Bills Payable March 24, 2026-April 27, 2026.

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 #316882-317220; Payroll Clearing Fund wire drafts; Local Housing-SHIP Fund Check #001820-001822; Utilities Capital Fund drafts #000555-000556; Flexible Spending Account Check #005133 Indigent Health Care Check #007405; 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: 3/24/2026 THRU 4/27/2026

VENDOR I.D.	NAME	STATUS		CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5360	GALLS, LLC								
C-CHECK	GALLS, LLC	VOIDED	V	3/31/2026			316947		0.01CR
C-CHECK	VOID CHECK		V	4/02/2026			316951		
C-CHECK	VOID CHECK		V	4/02/2026			316952		
C-CHECK	VOID CHECK		V	4/02/2026			317023		
C-CHECK	VOID CHECK		V	4/02/2026			317024		
C-CHECK	VOID CHECK		V	4/02/2026			317025		
C-CHECK	VOID CHECK		V	4/02/2026			317026		
C-CHECK	VOID CHECK		V	4/16/2026			317107		
C-CHECK	VOID CHECK		V	4/16/2026			317124		
C-CHECK	VOID CHECK		V	4/16/2026			317157		

* * 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:	10	VOID DEBITS	0.00			
		VOID CREDITS	0.01CR	0.01CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	10	0.01CR	0.00	0.00
BANK: * TOTALS:	10	0.01CR	0.00	0.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 3/24/2026 THRU 4/27/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4298		FIRST BANKCARD							
	I-42026-ACCT 3783	MAR 2026 PAYMENT	D	4/02/2026	39,362.78		005144		39,362.78
3288		FLORIDA DEPT OF REVENUE							
	I-202604132844	MARCH SALES TAX	D	4/08/2026	324.72		005156		324.72
5897		DESOTO COUNTY UTILITIES							
	I-26006	03-0003	D	4/08/2026	1,621.00		005157		1,621.00
0268		CATERPILLAR FINANCIAL							
	I-38341984	2030762	D	4/14/2026	3,190.22		005158		3,190.22
2951		FLORIDA DEPT OF FINANCIAL SERV							
	I-202604142864	UNCASHED CHECKS FROM 2024	D	4/01/2026	902.31		005159		902.31
3288		FLORIDA DEPT OF REVENUE							
	I-202604212873	MARCH 2026 FUEL TAX PYMT	D	4/17/2026	22.97		005169		22.97
3288		FLORIDA DEPT OF REVENUE							
	I-202604212874	MARCH 2026 STATE SALES TAX	D	4/20/2026	1,126.12		005170		1,126.12
0378		WOMACK SANITATION, INC.							
	I-0000099358	1186	E	3/27/2026	22.30		007406		22.30
1182		OTHER SIDE SOD CO.. LLC							
	I-90940	R&B	E	3/27/2026	162.00		007407		162.00
1298		FLORIDA DEPARTMENT OF							
	I-2M8916	AH2-7183	E	3/27/2026	61.74		007408		
	I-2M8954	AJ7-14231	E	3/27/2026	30.04		007408		
	I-2M8955	AJ7-4975	E	3/27/2026	4,890.74		007408		
	I-2M8956	AJ7-10202	E	3/27/2026	90.87		007408		5,073.39
1445		STAPLES ADVANTAGE							
	I-6056154412	396428	E	3/27/2026	18.84		007409		
	I-6056154415	396428	E	3/27/2026	184.28		007409		
	I-6058743923	396428	E	3/27/2026	62.71		007409		265.83
3931		VTECH							
	I-60881	APRIL 2026	E	3/27/2026	510.00		007410		
	I-60882	APRIL 2026	E	3/27/2026	450.00		007410		
	I-60884	APRIL 2026	E	3/27/2026	1,794.00		007410		
	I-60885	APRIL 2026	E	3/27/2026	280.35		007410		
	I-CAWI39993	CAWQ39993	E	3/27/2026	1,328.25		007410		4,362.60

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 3/24/2026 THRU 4/27/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4630		LAMAN FIELD MAINTENANCE, LLC							
	I-1083	MARCH 2026 FIELD MAINTENANCE	E	3/27/2026	1,650.00		007411		1,650.00
5319		AMAZON CAPITAL SERVICES INC.							
	I-13WRFYYH39XC	A2QZQZIX4LDSB5	E	3/27/2026	113.97		007412		
	I-14CHFXPJ1V6K	A2QZQZIX4LDSB5	E	3/27/2026	452.98		007412		
	I-16LWHRRN1YVJ	A2QZQZIX4LDSB5	E	3/27/2026	439.30		007412		
	I-19DXCXQK4P9P	A2QZQZIX4LDSB5	E	3/27/2026	373.96		007412		
	I-1CHG7VVF47H7	A2QZQZIX4LDSB5	E	3/27/2026	1,216.91		007412		
	I-1DLF1YX1KFDJ	A2QZQZIX4LDSB5	E	3/27/2026	236.67		007412		
	I-1DXFNYFC3JYV	A2QZQZIX4LDSB5	E	3/27/2026	341.91		007412		
	I-1FNXJG3HGFLJ	A2QZQZIX4LDSB5	E	3/27/2026	319.88		007412		
	I-1J7GF79KY4TH	A2QZQZIX4LDSB5	E	3/27/2026	349.00		007412		
	I-1L91376CXYDW	A2QZQZ1X4LDSB5	E	3/27/2026	1,009.95		007412		
	I-1L91376CYTXP	A2QZQZIX4LDSB5	E	3/27/2026	47.32		007412		
	I-1LTPDQRR3MFC	A2QZQZIX4LDSB5	E	3/27/2026	159.32		007412		
	I-1NLYF7MWHC46	A2QZQZIX4LDSB5	E	3/27/2026	29.08		007412		
	I-1NXJVVY74WTQ	A2QZQZIX4LDSB5	E	3/27/2026	58.14		007412		
	I-1QLL7GKYL1T7	A2QZQZIX4LDSB5	E	3/27/2026	167.09		007412		
	I-1RM6XDFP4VLD	A2QZQZIX4LDSB5	E	3/27/2026	55.75		007412		
	I-1THDP61NHDLQ	A2QZQZIX4LDSB5	E	3/27/2026	33.98		007412		
	I-1V6M7CDJKDRV	A2QZQZIX4LDSB5	E	3/27/2026	544.46		007412		
	I-1XMWKWRH1P76	A2QZQZIX4LDSB5	E	3/27/2026	51.93		007412		
	I-1XMWKWRH1TCV	A2QZQZIX4LDSB5	E	3/27/2026	28.75		007412		
	I-1YKXKDYV3FLH	A2QZQZIX4LDSB5	E	3/27/2026	33.39		007412		
	I-1YKXKDYV47NF	A2QZQZIX4LDSB5	E	3/27/2026	248.00		007412		6,311.74
5692		MTM TRANSIT LLC							
	I-FEB26	DESOTOBOCCMATCHFEB26	E	3/27/2026	1,125.50		007413		
	I-JAN26	DESOTOBOCCMATCHJAN26	E	3/27/2026	1,125.50		007413		2,251.00
6286		GATEWAY REMOVAL SERVICES, LLC							
	I-20268442	BODY REMOVAL	E	3/27/2026	400.00		007414		400.00
6164		DEBRA WERTZ							
	I-202603252782	APRIL BUDGET DRAW	E	3/27/2026	43,657.62		007415		43,657.62
4924		ROGERS PETROLEUM							
	I-1226866	DCTRAN-CL	E	3/27/2026	1,940.81		007416		
	I-1226951	DCTRAN-CL	E	3/27/2026	1,933.00		007416		
	I-1227475	DCTRAN-CL	E	3/27/2026	1,116.92		007416		
	I-1227575	DCTRAN-CL	E	3/27/2026	519.68		007416		5,510.41

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 3/24/2026 THRU 4/27/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4927		ROGERS PETROLEUM							
	I-1226766	DCFACIL-CL	E	3/27/2026	85.38		007417		
	I-1226862	DCFACIL-CL	E	3/27/2026	87.96		007417		173.34
4929		ROGERS PETROLEUM							
	I-1226002	DCDEVEL-CL	E	3/27/2026	62.25		007418		
	I-1226662	DCDEVEL-CL	E	3/27/2026	69.93		007418		
	I-1226861	DCDEVEL-CL	E	3/27/2026	49.53		007418		
	I-1226946	DCDEVEL-CL	E	3/27/2026	73.08		007418		254.79
4933		ROGERS PETROLEUM							
	I-1227470	DCENVIR-CL	E	3/27/2026	210.56		007419		
	I-1227570	DCENVIR-CL	E	3/27/2026	482.06		007419		692.62
4934		ROGERS PETROLEUM							
	I-1227058	DCCODE-CL	E	3/27/2026	37.35		007420		
	I-1227469	DCCODE-CL	E	3/27/2026	37.03		007420		74.38
4935		ROGERS PETROLEUM							
	I-1225287	DCANIM-CL	E	3/27/2026	56.17		007421		
	I-1226227	DCANIM-CL	E	3/27/2026	106.56		007421		
	I-1226860	DCANIM-CL	E	3/27/2026	73.19		007421		
	I-1226945	DCANIM-CL	E	3/27/2026	102.69		007421		338.61
4942		ROGERS PETROLEUM							
	I-1225796	DCPUBAD-CL	E	3/27/2026	66.65		007422		
	I-1225797	DCEMS-CL	E	3/27/2026	39.11		007422		
	I-1225900	DCPUBAD-CL	E	3/27/2026	80.66		007422		
	I-1225901	DCEMS-CL	E	3/27/2026	142.83		007422		
	I-1225902	DCFIRE-CL	E	3/27/2026	36.69		007422		
	I-1225988	DCEMS-CL	E	3/27/2026	73.96		007422		
	I-1226007	DCPUBAD-CL	E	3/27/2026	34.63		007422		
	I-1226008	DCEMS-CL	E	3/27/2026	171.38		007422		
	I-1226009	DCFIRE-CL	E	3/27/2026	68.84		007422		
	I-1226106	DCPUBAD-CL	E	3/27/2026	101.65		007422		
	I-1226107	DCEMS-CL	E	3/27/2026	23.41		007422		
	I-1226230	DCEMS-CL	E	3/27/2026	166.07		007422		
	I-1226231	DCFIRE-CL	E	3/27/2026	21.53		007422		
	I-1226258	DCEMS-CL	E	3/27/2026	129.66		007422		
	I-1226259	DCFIRE-CL	E	3/27/2026	201.98		007422		
	I-1226272	DCEMS-CL	E	3/27/2026	74.16		007422		
	I-1226273	DCFIRE-CL	E	3/27/2026	131.74		007422		
	I-1226664	DCPUBAD-CL	E	3/27/2026	123.39		007422		
	I-1226665	DCEMS-CL	E	3/27/2026	236.14		007422		
	I-1226666	DCFIRE-CL	E	3/27/2026	25.38		007422		1,949.86

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5385		ROGERS PETROLEM							
	I-1226952	DCLIBR-CL	E	3/27/2026	62.43		007423		62.43
0217		SCHOOLBOARD OF DESOTO CO							
	I-042026-20251	APRIL 2026 AGREEMENT	E	3/27/2026	10,000.00		007424		10,000.00
0106		TYLER TECHNOLOGIES, INC. -							
	I-CI10000261349	42803	E	3/27/2026	4,199.58		007426		
	I-CI10000261406	42803	E	3/27/2026	43,639.29		007426		47,838.87
5065		JAMES F. POTTER, SHERIFF							
	I-202603232767	APRIL 2026 BUDGET DRAW	E	3/27/2026	1,626,489.49		007428		1,626,489.49
0378		WOMACK SANITATION, INC.							
	I-0000099911	1052	E	4/02/2026	300.00		007429		300.00
1182		OTHER SIDE SOD CO.. LLC							
	I-91151	R&B	E	4/02/2026	106.00		007430		
	I-91207	R&B	E	4/02/2026	164.00		007430		270.00
1445		STAPLES ADVANTAGE							
	I-6058743922	396428	E	4/02/2026	93.96		007431		93.96
1839		CALLAGHAN TIRE							
	I-1605134	431	E	4/02/2026	1,480.80		007432		1,480.80
2210		XEROX CORPORATION							
	I-025357381	725727242	E	4/02/2026	184.40		007433		184.40
2312		ARCADIA PRINTING,LLC							
	I-511405	PARKS	E	4/02/2026	453.97		007434		
	I-511492	LANDFILL	E	4/02/2026	349.99		007434		803.96
3931		VTECH							
	I-60883	APRIL 2026	E	4/02/2026	9,527.00		007435		9,527.00
4061		RAPID SYSTEMS, INC.							
	I-670785	LANDFILL	E	4/02/2026	123.95		007436		
	I-670786	PSD	E	4/02/2026	98.00		007436		221.95
4184		DIGITECH COMPUTER, INC							
	I-618002450	10075	E	4/02/2026	7,795.92		007437		7,795.92

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5319		AMAZON CAPITAL SERVICES INC.							
	C-1DCT4NT14JN4	A2QZQZIX4LDSB5	E	4/02/2026	103.02CR		007438		
	C-202603302789	A2QZQZIX4LDSB5	E	4/02/2026	18.99CR		007438		
	I-111WXV4PTT41	A2QZQZIX4LDSB5	E	4/02/2026	168.44		007438		
	I-137HTDJ96HVT	A2QZQZIX4LDSB5	E	4/02/2026	63.29		007438		
	I-13W19KKN3771	A2QZQZIX4LDSB5	E	4/02/2026	91.14		007438		
	I-1434F61X6GCX	A2QZQZIX4LDSB5	E	4/02/2026	16.62		007438		
	I-143WVD7PVW9Y	A2QZQZIX4LDSB5	E	4/02/2026	37.99		007438		
	I-16PGKD6RQRMG	A2QZQZIX4LDSB5	E	4/02/2026	26.93		007438		
	I-19W1KJWKRWG3	A2QZQZIX4LDSB5	E	4/02/2026	121.52		007438		
	I-1CFLHV6YVPKC	A2QZQZIX4LDSB5	E	4/02/2026	104.85		007438		
	I-1CLQPLLCWQ6W	A2QZQZIX4LDSB5	E	4/02/2026	99.96		007438		
	I-1J3W1GPJY744	A2QZQZIX4LDSB5	E	4/02/2026	39.99		007438		
	I-1JQG6K4XVRDV	A2QZQZIX4LDSB5	E	4/02/2026	180.00		007438		
	I-1JRGQQ7NK6VN	A2QZQZIX4LDSB5	E	4/02/2026	663.09		007438		
	I-1KLY634KJ9CV	A2QZQZIX4LDSB5	E	4/02/2026	103.02		007438		
	I-1LVMMRN4J9MK	A2QZQZ1XLDSB5	E	4/02/2026	44.99		007438		
	I-1NQRDN3MWY1L	A2QZQZIX4LDSB5	E	4/02/2026	649.98		007438		
	I-1QPYHGQJV7KX	A2QZQZIX4LDSB5	E	4/02/2026	135.37		007438		
	I-1RGTQKGTVGMX	A2QZQZIX4LDSB5	E	4/02/2026	116.55		007438		
	I-1TVJXCWLW71N	A2QZQZ1XLDSB5	E	4/02/2026	496.00		007438		
	I-1VQXP66RGQ4P	A2QZQZIX4LDSB5	E	4/02/2026	74.53		007438		
	I-1YNTR4TDTVNP	A2QZQZIX4LDSB5	E	4/02/2026	62.00		007438		3,174.25
5375		IFSS, INTEGRATED FIRE & SECURI							
	I-61436468927	EM	E	4/02/2026	484.50		007439		484.50
5395		TELEFLEX, LLC							
	I-9510034869	141161	E	4/02/2026	598.00		007440		598.00
6286		GATEWAY REMOVAL SERVICES, LLC							
	I-20268491	BODY REMOVAL	E	4/02/2026	400.00		007441		
	I-20268513	BODY REMOVAL	E	4/02/2026	400.00		007441		800.00
3254		JOHNSON ENGINEERING, LLC							
	I-8793	20247120-000	E	4/02/2026	1,426.58		007442		
	I-8794	20247120-001	E	4/02/2026	2,081.70		007442		
	I-8795	20247120-002	E	4/02/2026	2,045.32		007442		5,553.60
4924		ROGERS PETROLEUM							
	I-1227690	DCTRAN-CL	E	4/02/2026	1,465.44		007443		
	I-1227795	DCTRAN-CL	E	4/02/2026	1,776.58		007443		
	I-1228652	DCTRAN-CL	E	4/02/2026	1,032.88		007443		
	I-1228753	DCTRAN-CL	E	4/02/2026	709.32		007443		4,984.22

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4927		ROGERS PETROLEUM							
	I-1227571	DCFACIL-CL	E	4/02/2026	196.94		007444		
	I-1228750	DCFACIL-CL	E	4/02/2026	65.46		007444		262.40
4928		ROGERS PETROLEUM							
	I-1227926	DCEXTEN-CL	E	4/02/2026	17.31		007445		17.31
4931		ROGERS PETROLEUM							
	I-1228848	DCUTIL-CL	E	4/02/2026	102.03		007446		
	I-1228849	DCWAT-CAL	E	4/02/2026	1,213.82		007446		
	I-1228850	DCWAST-CL	E	4/02/2026	982.87		007446		2,298.72
4932		ROGERS PETROLEUM							
	I-1226663	DCPARK-CL	E	4/02/2026	17.58		007447		
	I-1227471	DCPARK-CL	E	4/02/2026	266.04		007447		283.62
4934		ROGERS PETROLEUM							
	I-1228646	DCCODE-CL	E	4/02/2026	33.88		007448		33.88
4941		ROGERS PETROLEUM							
	I-1227790	DCENGIN-CL	E	4/02/2026	66.55		007449		66.55
4942		ROGERS PETROLEUM							
	I-1225418	DCEMS-CL	E	4/02/2026	250.95		007450		
	I-1226768	DCEMS-CL	E	4/02/2026	88.88		007450		
	I-1226769	DCFIRE-CL	E	4/02/2026	59.20		007450		
	I-1226863	DCPUBAD-CL	E	4/02/2026	34.82		007450		
	I-1226864	DCEMS-CL	E	4/02/2026	108.25		007450		
	I-1226865	DCFIRE-CL	E	4/02/2026	14.12		007450		
	I-1226948	DCPUBAD-CL	E	4/02/2026	52.35		007450		
	I-1226949	DCEMS-CL	E	4/02/2026	61.21		007450		
	I-1226950	DCFIRE-CL	E	4/02/2026	298.05		007450		
	I-1227059	DCPUBAD-CL	E	4/02/2026	48.86		007450		
	I-1227060	DCEMS-CL	E	4/02/2026	31.54		007450		
	I-1227061	DCFIRE-CL	E	4/02/2026	102.48		007450		
	I-1227088	DCEMS-CL	E	4/02/2026	167.99		007450		
	I-1227089	DCFIRE-CL	E	4/02/2026	245.31		007450		
	I-1227472	DCPUBAD-CL	E	4/02/2026	63.59		007450		
	I-1227473	DCEMS-CL	E	4/02/2026	174.82		007450		
	I-1227474	DCFIRE-CL	E	4/02/2026	268.00		007450		
	I-1227572	DCPUBAD-CL	E	4/02/2026	178.93		007450		
	I-1227573	DCEMS-CL	E	4/02/2026	49.02		007450		
	I-1227574	DCFIRE-CL	E	4/02/2026	78.87		007450		
	I-1227688	DCEMS-CL	E	4/02/2026	71.88		007450		
	I-1227689	DCFIRE-CL	E	4/02/2026	311.51		007450		
	I-1227792	DCPUBAD-CL	E	4/02/2026	69.93		007450		
	I-1227793	DCEMS-CL	E	4/02/2026	49.78		007450		
	I-1227794	DCFIRE-CL	E	4/02/2026	139.14		007450		

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	I-1227878	DCFIRE-CL	E	4/02/2026	190.72		007450		
	I-1227904	DCEMS-CL	E	4/02/2026	61.85		007450		
	I-1227905	DCFIRE-CL	E	4/02/2026	180.95		007450		
	I-1227927	DCFIRE-CL	E	4/02/2026	172.85		007450		
	I-1228650	DCPUBAD-CL	E	4/02/2026	131.91		007450		
	I-1228651	DCEMS-CL	E	4/02/2026	50.42		007450		
	I-RP10046243	DCFIRE-CL	E	4/02/2026	1,076.63		007450		
	I-RP10046244	DCFIRE-CL	E	4/02/2026	911.88		007450		5,796.69
0378		WOMACK SANITATION, INC.							
	I-00000100003	1186	E	4/10/2026	22.30		007451		
	I-0000099979	1124	E	4/10/2026	185.00		007451		207.30
1413		NABORS, GIBLIN, & NICKERS							
	I-2222604901HJE	2026-2027 FIRE AND EMS	E	4/10/2026	1,875.00		007452		1,875.00
1445		STAPLES ADVANTAGE							
	I-6058267619	396428	E	4/10/2026	432.84		007453		
	I-6058430271	396428	E	4/10/2026	10.40		007453		
	I-6059064094	396428	E	4/10/2026	153.48		007453		596.72
1774		EVERGLADES EQUIPMENT GROUP							
	I-P0842770	DESOT007	E	4/10/2026	108.75		007454		108.75
1839		CALLAGHAN TIRE							
	I-1604149	431	E	4/10/2026	751.72		007455		751.72
3474		MILESTONE PROFESSIONAL SRVS,IN							
	I-3479	ASSIST FY 25 AUDIT PREP	E	4/10/2026	6,312.50		007456		6,312.50
3931		VTECH							
	I-CAWI40170	CAWQ40170	E	4/10/2026	1,328.25		007457		1,328.25
4984		NEXAIR, LLC							
	I-0014433948	P4778	E	4/10/2026	207.16		007458		
	I-0014471116	P4778	E	4/10/2026	300.07		007458		507.23
5319		AMAZON CAPITAL SERVICES INC.							
	C-19FHXXRCD1C3	A2QZQZIX4LDSB5	E	4/10/2026	27.99CR		007459		
	C-1CLQPLLC4CYC	A2QZQZIX4LDSB5	E	4/10/2026	27.99CR		007459		
	C-1MKYGJCD43FL	A2QZQZIX4LDSB5	E	4/10/2026	82.90CR		007459		
	I-11HFCMNT1WLP	A2QZQZIX4LDSB5	E	4/10/2026	18.80		007459		
	I-143WVD7PXTYF	A2QZQZIX4LDSB5	E	4/10/2026	60.78		007459		
	I-14K4WYLRFFNW	A2QZQZIX4LDSB5	E	4/10/2026	179.98		007459		
	I-16LWHRRN1HPF	A2QZQZIX4LDSB5	E	4/10/2026	168.12		007459		
	I-1CJKXM4X1GLD	A2QZQZIX4LDSB5	E	4/10/2026	181.00		007459		
	I-1DLF1YX1KJV9	A2QZQZIX4LDSB5	E	4/10/2026	20.62		007459		
	I-1JLKL3KG1DLX	A2QZQZIX4LDSB5	E	4/10/2026	23.99		007459		

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	I-1JM3Q6QX13WK	A2QZQZIX4LDSB5	E	4/10/2026	58.68		007459		
	I-1N4HXVCW1QY3	A2QZQZIX4LDSB5	E	4/10/2026	28.49		007459		
	I-1N4HXVCW1YT6	A2QZQZIX4LDSB5	E	4/10/2026	98.99		007459		
	I-1PCCFVCT1LWJ	A2QZQZIX4LDSB5	E	4/10/2026	99.99		007459		
	I-1RVW3YYW1XRF	A2QZQZIX4LDSB5	E	4/10/2026	111.63		007459		
	I-1WH1QKWK1GJR	A2QZQZIX4LDSB5	E	4/10/2026	269.00		007459		1,181.19
6286		GATEWAY REMOVAL SERVICES, LLC							
	I-20268517	BODY REMOVAL	E	4/10/2026	400.00		007460		400.00
5860		M&D ENVIRONMENTALSERVICES, LLC							
	I-1106	LANDFILL	E	4/10/2026	3,497.03		007461		3,497.03
4924		ROGERS PETROLEUM							
	I-1229420	DCTRAN-CL	E	4/10/2026	843.74		007462		
	I-1229529	DCTRAN-CL	E	4/10/2026	3,673.12		007462		
	I-1229972	DCTRAN-CL	E	4/10/2026	102.95		007462		
	I-1230069	DCTRAN-CL	E	4/10/2026	1,133.03		007462		5,752.84
4928		ROGERS PETROLEUM							
	I-1229416	DCEXTEN-CL	E	4/10/2026	38.81		007463		38.81
4929		ROGERS PETROLEUM							
	I-1227569	DCDEVEL-CL	E	4/10/2026	67.70		007464		
	I-1228647	DCDEVEL-CL	E	4/10/2026	74.40		007464		
	I-1229415	DCDEVEL-CL	E	4/10/2026	62.97		007464		
	I-1229966	DCDEVEL-CL	E	4/10/2026	77.83		007464		282.90
4933		ROGERS PETROLEUM							
	I-1229524	DCENVIR-CL	E	4/10/2026	65.71		007465		65.71
4934		ROGERS PETROLEUM							
	I-1230064	DCCODE-CL	E	4/10/2026	38.56		007466		38.56
4935		ROGERS PETROLEUM							
	I-1227057	DCANIM-CL	E	4/10/2026	72.69		007467		
	I-1227903	DCANIM-CL	E	4/10/2026	110.36		007467		
	I-1229414	DCANIM-CL	E	4/10/2026	77.10		007467		260.15
4941		ROGERS PETROLEUM							
	I-1229967	DCENGIN-CL	E	4/10/2026	92.44		007468		92.44
4236		THE WEILER ENGINEERING CORPOR							
	I-3701	DES008-0628350-25014179	E	4/10/2026	3,265.60		007469		
	I-3702	DES008-0628350-25014196	E	4/10/2026	14,073.40		007469		
	I-3711	23052.004	E	4/10/2026	24,417.50		007469		
	I-3713	25052.002	E	4/10/2026	3,950.00		007469		
	I-3715	25052.003	E	4/10/2026	7,692.00		007469		

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	I-3717	25052.005	E	4/10/2026	8,006.00		007469		
	I-3718	DES008-AAAA350-25009074	E	4/10/2026	3,197.50		007469		
	I-3720	DES008-628350-25012091	E	4/10/2026	62,146.00		007469		
	I-3722	25013758	E	4/10/2026	805.00		007469		
	I-3723	25013758	E	4/10/2026	11,753.75		007469		
	I-3724	DES008-0628350-25013233	E	4/10/2026	4,086.25		007469		143,393.00
0378		WOMACK SANITATION, INC.							
	I-00000100364	1052	E	4/17/2026	300.00		007471		300.00
1010		DESOTO CO. CHAMBER OF COMMERCE							
	I-4104	CHAMBER DUES #4104	E	4/17/2026	150.00		007472		150.00
2210		XEROX CORPORATION							
	I-024509063	725727242	E	4/17/2026	193.06		007473		
	I-024695814	725727242	E	4/17/2026	209.07		007473		
	I-024851551	725727242	E	4/17/2026	181.69		007473		
	I-025019345	725727242	E	4/17/2026	172.73		007473		
	I-025203047	725727242	E	4/17/2026	214.37		007473		970.92
2282		XEROX CORPORATION							
	I-025357380	724958178	E	4/17/2026	44.13		007474		44.13
5319		AMAZON CAPITAL SERVICES INC.							
	I-11H3RP7D16DM	A2QZQZIX4LDSB5	E	4/17/2026	111.54		007475		
	I-1DRTXLDT1PH4	A2QZQZIX4LDSB5	E	4/17/2026	67.95		007475		
	I-1KVRXDTN1YYQ	A2QZQZIX4LDSB5	E	4/17/2026	32.38		007475		
	I-1LKMDCJ63FC3	A2QZQZIX4LDSB5	E	4/17/2026	327.69		007475		
	I-1W4TRLJ61Y14	A2QZQZIX4LDSB5	E	4/17/2026	9.51		007475		
	I-1W9YDQ3Q1KWG	A2QZQZIX4LDSB5	E	4/17/2026	207.41		007475		
	I-1W9YDQ3Q3H6X	A2QZQZIX4LDSB5	E	4/17/2026	33.99		007475		
	I-1XGQR1HJ1QNT	A2QZQZIX4LDSB5	E	4/17/2026	63.07		007475		853.54
5378		THE SOUTHERN GROUP OF FLORIDA,							
	I-FL100843	APRIL 2026	E	4/17/2026	3,000.00		007476		3,000.00
4924		ROGERS PETROLEUM							
	I-1230190	DCTRAN-CL	E	4/17/2026	822.86		007477		
	I-1230290	DCTRAN-CL	E	4/17/2026	1,319.47		007477		2,142.33
4926		ROGERS PETROLEUM							
	I-1230291	DCTURN-CL	E	4/17/2026	135.52		007478		135.52

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4927		ROGERS PETROLEUM							
	I-1229417	DCFACIL-CL	E	4/17/2026	95.12		007479		
	I-1229525	DCFACIL-CL	E	4/17/2026	106.84		007479		
	I-1230065	DCFACIL-CL	E	4/17/2026	68.99		007479		
	I-1230286	DCFACIL-CL	E	4/17/2026	146.62		007479		417.57
4933		ROGERS PETROLEUM							
	I-1230285	DCENVIR-CL	E	4/17/2026	261.85		007480		261.85
4934		ROGERS PETROLEUM							
	I-1230185	DCCODE-CL	E	4/17/2026	38.34		007481		38.34
4942		ROGERS PETROLEUM							
	I-1228752	DCFIRE-CL	E	4/17/2026	377.33		007482		
	I-1229418	DCEMS-CL	E	4/17/2026	61.32		007482		
	I-1229419	DCFIRE-CL	E	4/17/2026	113.72		007482		
	I-1229526	DCPUBAD-CL	E	4/17/2026	164.94		007482		
	I-1229527	DCEMS-CL	E	4/17/2026	51.97		007482		
	I-1229528	DCFIRE-CL	E	4/17/2026	142.50		007482		
	I-1229970	DCPUBAD-CL	E	4/17/2026	79.14		007482		
	I-1229971	DCFIRE-CL	E	4/17/2026	240.81		007482		
	I-1230066	DCPUBAD-CL	E	4/17/2026	55.08		007482		
	I-1230067	DCEMS-CL	E	4/17/2026	68.79		007482		
	I-1230068	DCFIRE-CL	E	4/17/2026	11.08		007482		
	I-1230188	DCPUBAD-CL	E	4/17/2026	151.67		007482		
	I-1230189	DCFIRE-CL	E	4/17/2026	141.50		007482		1,659.85
4236		THE WEILER ENGINEERING CORPOR							
	I-3739	DES008-0628350-25013459	E	4/17/2026	3,250.00		007483		3,250.00
1182		OTHER SIDE SOD CO.. LLC							
	I-91420	R&B	E	4/24/2026	186.00		007484		
	I-91566	R&B	E	4/24/2026	62.00		007484		248.00
1298		FLORIDA DEPARTMENT OF							
	I-2N3165	AH2-7183	E	4/24/2026	61.74		007485		
	I-2N3202	AJ7-14231	E	4/24/2026	30.04		007485		
	I-2N3203	AJ7-5757	E	4/24/2026	4,998.97		007485		
	I-2N3204	AJ7-22560	E	4/24/2026	157.80		007485		5,248.55
3547		MYAKKA HEATING & COOLING							
	I-26610	FACILITIES	E	4/24/2026	633.00		007486		633.00

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5319		AMAZON CAPITAL SERVICES INC.							
	I-1449RDQ41MHR	A2QZQZ1X4LDSB5	E	4/24/2026	74.25		007487		
	I-19D1J7YD3NY9	A2QZQZIX4LDSB5	E	4/24/2026	22.61		007487		
	I-1C6F1R6H1X1V	A2QZQZIX4LDSB5	E	4/24/2026	37.96		007487		
	I-1CXHWCGD6HKP	A2QZQZ1X4LDSB5	E	4/24/2026	69.00		007487		
	I-1DFDVPWL1CLP	A2QZQZIX4LDSB5	E	4/24/2026	10.28		007487		
	I-1DKWJC9H1YH1	A2QZQZIX4LDSB5	E	4/24/2026	26.99		007487		
	I-1GXHX4KM4VD7	A2QZQZIX4LDSB5	E	4/24/2026	168.23		007487		
	I-1H1M9FFV1YF6	A2QZQZIX4LDSB5	E	4/24/2026	34.19		007487		
	I-1PCCFVCT16C7	A2QZQZIX4LDSB5	E	4/24/2026	510.89		007487		
	I-1QL19PYK1YD4	A2QZQZIX4LDSB5	E	4/24/2026	17.35		007487		971.75
5692		MTM TRANSIT LLC							
	I-DESOTOBOCCMATCHMAR	MARCH 2026	E	4/24/2026	1,125.50		007488		1,125.50
5892		PFM FINANCIAL ADVISORS LLC							
	I-141482	JAN-MAR2026	E	4/24/2026	2,000.00		007489		2,000.00
6286		GATEWAY REMOVAL SERVICES, LLC							
	I-20268591	BODY REMOVAL	E	4/24/2026	400.00		007490		
	I-20268594	BODY REMOVAL	E	4/24/2026	400.00		007490		800.00
5737		FLUID ENGINEERING, INC.							
	I-13906100	DES130	E	4/24/2026	15,644.21		007491		15,644.21
5694		GREEN STREET ASSOCIATES, LLC							
	I-202604202872	MARCH 2026	E	4/24/2026	17,968.75		007492		17,968.75
3254		JOHNSON ENGINEERING, LLC							
	I-9010	20247120-000	E	4/24/2026	706.69		007493		
	I-9011	20247120-001	E	4/24/2026	2,179.08		007493		
	I-9012	20247120-002	E	4/24/2026	1,109.21		007493		3,994.98
1413		NABORS, GIBLIN, & NICKERS							
	I-54158	CASE SPECIFIC LITGATION	E	4/24/2026	241.43		007494		
	I-54161	LEGAL SERVICES	E	4/24/2026	608.00		007494		
	I-54162	COUNTY ATTORNEY SERVICES	E	4/24/2026	15,030.82		007494		15,880.25
0333		PEACE RIVER/MANASOTA							
	I-SI000079	UTILITIES	E	4/24/2026	102,579.03		007495		102,579.03
4924		ROGERS PETROLEUM							
	I-1230779	DCTRAN-CL	E	4/24/2026	2,220.75		007496		
	I-1230897	DCTRAN-CL	E	4/24/2026	1,515.05		007496		
	I-1231011	DCTRAN-CL	E	4/24/2026	745.35		007496		
	I-1231187	DCTRAN-CL	E	4/24/2026	1,796.79		007496		
	I-1231810	DCTRAN-CL	E	4/24/2026	1,165.48		007496		
	I-1231911	DCTRAN-CL	E	4/24/2026	749.90		007496		8,193.32

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4927		ROGERS PETROLEUM							
	I-1231268	DCFACIL-CL	E	4/24/2026	70.35		007497		
	I-1231806	DCFACIL-CL	E	4/24/2026	96.70		007497		167.05
4928		ROGERS PETROLEUM							
	I-1231267	DCEXTEN-CL	E	4/24/2026	13.50		007498		
	I-1231805	DCEXTEN-CL	E	4/24/2026	20.17		007498		33.67
4929		ROGERS PETROLEUM							
	I-1230284	DCDEVEL-CL	E	4/24/2026	72.00		007499		
	I-1230774	DCDEVEL-CL	E	4/24/2026	72.69		007499		
	I-1231009	DCDEVEL-CL	E	4/24/2026	73.25		007499		
	I-1231182	DCDEVEL-CL	E	4/24/2026	64.36		007499		282.30
4932		ROGERS PETROLEUM							
	I-1228648	DCPARK-CL	E	4/24/2026	66.15		007500		
	I-1228751	DCPARK-CL	E	4/24/2026	20.50		007500		
	I-1229968	DCPARK-CL	E	4/24/2026	234.03		007500		
	I-1230186	DCPARK-CL	E	4/24/2026	93.96		007500		414.64
4933		ROGERS PETROLEUM							
	I-1231908	DCENVIR-CL	E	4/24/2026	239.27		007501		239.27
4934		ROGERS PETROLEUM							
	I-1231181	DCCODE-CL	E	4/24/2026	36.80		007502		
	I-1231266	DCCODE-CL	E	4/24/2026	39.39		007502		76.19
4941		ROGERS PETROLEUM							
	I-1231183	DCENGIN-CL	E	4/24/2026	77.02		007503		77.02
4942		ROGERS PETROLEUM							
	I-RP10051939	5128	E	4/24/2026	834.94		007504		834.94
5635		UNIVERSITY OF FL BOARD OF TRUS							
	I-I000147080	AWD15342	E	4/24/2026	47,369.42		007505		47,369.42
5905		VIKING DIVING SERVICES, INC							
	I-1	MT040	E	4/24/2026	250,454.91		007506		250,454.91
3931		VTECH							
	I-61216	MAY 2026	E	4/24/2026	510.00		007507		
	I-61217	MAY 2026	E	4/24/2026	450.00		007507		
	I-61218	MAY 2026	E	4/24/2026	9,527.00		007507		
	I-61219	MAY 2026	E	4/24/2026	1,794.00		007507		
	I-61220	MAY 2026	E	4/24/2026	280.35		007507		
	I-CAWI39887	CAWQ39887	E	4/24/2026	354.69		007507		12,916.04

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5065		JAMES F. POTTER, SHERIFF							
	I-202604232884	FDLE GRANT	E	4/24/2026	174,738.00		007508		174,738.00
6154		SUSAN D. POOLEY							
	I-202604222879	2025-10	E	4/24/2026	43,564.27		007509		43,564.27
1		Juan Maldonado							
	I-202512082267	CAT TRAP REFUND	V	12/12/2025	20.00		315921		20.00
1		Juan Maldonado UNPOST							
	M-CHECK	Juan Maldonado UNPOST	V	4/21/2026			315921		20.00CR
2870		ADVANCE AUTO PARTS							
	I-9127607832579	431587	R	3/26/2026	227.04		316882		227.04
0408		ALERT PLUMBING SERVICE SPECIAL							
	I-1420	PSD	R	3/26/2026	472.85		316883		
	I-1426	PARKS	R	3/26/2026	222.00		316883		
	I-1464	PARKS	R	3/26/2026	161.00		316883		
	I-1485	PARKS	R	3/26/2026	148.00		316883		1,003.85
6356		AMERICAN LANGUAGE SERVICES							
	I-92743	EM	R	3/26/2026	1,312.84		316884		1,312.84
0824		ANIMAL ARK OF ARCADIA							
	I-202603232765	CERTIFICATE	R	3/26/2026	37.00		316885		
	I-202603232766	CERTIFICATE	R	3/26/2026	37.00		316885		
	I-777105029	A018183	R	3/26/2026	37.50		316885		111.50
0091		ARCADIA ELECTRIC CO.							
	I-42209	FACILITIES	R	3/26/2026	72.58		316886		72.58
6332		ARKANCE							
	I-INV77782	SN-0672277	R	3/26/2026	2,640.00		316887		2,640.00
5654		AUTO ZONE STORES, INC							
	C-01088314143	11356068	R	3/26/2026	35.88CR		316888		
	I-01088314066	11356068	R	3/26/2026	65.98		316888		
	I-01088314144	11356068	R	3/26/2026	32.97		316888		63.07
5878		AVIXUM, INC							
	I-AVXI2494	UTILITIEWS	R	3/26/2026	2,358.76		316889		2,358.76

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6358		BIGGEST FISH CONSULTING							
	I-1032	TC	R	3/26/2026	4,450.00		316890		4,450.00
2317		BOUND TREE MEDICAL. LLC							
	I-86133175	108367	R	3/26/2026	28.38		316891		
	I-86134621	108367	R	3/26/2026	1,307.37		316891		
	I-86139732	108367	R	3/26/2026	297.50		316891		
	I-86139733	108367	R	3/26/2026	11.98		316891		
	I-86139734	108367	R	3/26/2026	1,409.69		316891		
	I-86139735	108367	R	3/26/2026	52.99		316891		3,107.91
0950		BUFFALO GRAFFIX INC							
	I-549733	7850	R	3/26/2026	516.60		316892		516.60
0974		CARDINAL HEALTH 110, INC							
	I-7453331133	2052028004	R	3/26/2026	60.74		316893		
	I-7462455254	2052028004	R	3/26/2026	342.40		316893		
	I-7462455255	2052028004	R	3/26/2026	187.28		316893		590.42
6086		CATALIS COURTS & LAND RECORDS,							
	I-INV308359894	SOFTWARE SUBSCRIPTION	R	3/26/2026	10,000.00		316894		10,000.00
3848		CENTURYLINK							
	I-202603202761	466944438	R	3/26/2026	101.00		316895		101.00
0694		CHENANGO SUPPLY COMPANY,INC							
	I-399603	100084	R	3/26/2026	258.80		316896		258.80
3635		CINTAS CORPORATION NO.2							
	I-4263455058	24060156	R	3/26/2026	269.48		316897		
	I-4263455065	24030035	R	3/26/2026	35.00		316897		
	I-4263603266	24049758	R	3/26/2026	54.48		316897		358.96
0084		CITY OF ARCADIA,							
	I-202603242770	0000965153-002875414	R	3/26/2026	210.19		316898		
	I-202603242771	0000965151-002875394	R	3/26/2026	138.68		316898		
	I-202603242772	0000965151-002981319	R	3/26/2026	70.42		316898		
	I-202603242773	0000965151-002981309	R	3/26/2026	832.32		316898		
	I-202603242774	0000965152-002875404	R	3/26/2026	230.16		316898		
	I-202603242775	0000965150-002875384	R	3/26/2026	207.68		316898		
	I-202603242776	0000965326-002877144	R	3/26/2026	1,329.46		316898		
	I-202603242777	0000965327-002877154	R	3/26/2026	771.54		316898		3,790.45

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4612		COMCAST COMMUNICATIONS							
	I-202603252780	8535 10 063 0102411	R	3/26/2026	164.95		316899		164.95
4745		COPY LIFE INC.							
	I-AR118515	CF0008	R	3/26/2026	14.75		316900		
	I-AR118609	DC12	R	3/26/2026	43.79		316900		
	I-AR119458	DC03	R	3/26/2026	78.00		316900		136.54
2724		CULLIGAN WATER							
	I-1373616	1173883	R	3/26/2026	33.25		316901		33.25
4919		CYPRESS SUPPLY, INC.							
	I-134377	10007	R	3/26/2026	1,210.00		316902		
	I-134378	10007	R	3/26/2026	1,210.00		316902		
	I-134475	10007	R	3/26/2026	55.85		316902		2,475.85
5345		D. ALAN MOORE							
	I-202603232763	INDIGENT BURIAL	R	3/26/2026	785.00		316903		785.00
4850		DESOTO AGRICULTURE &							
	I-161002	2813	R	3/26/2026	470.12		316904		
	I-161010	2813	R	3/26/2026	45.18		316904		
	I-161242	2813	R	3/26/2026	9.87		316904		
	I-161330	2813	R	3/26/2026	20.04		316904		545.21
6341		EUROFINS DRINKING WATER & WAST							
	I-88147	DESOTO WWTP	R	3/26/2026	83.00		316905		
	I-88297	DESOTO CO PUBLIC WATER SYSTEM	R	3/26/2026	60.00		316905		
	I-88558	DESOTO WWTP	R	3/26/2026	83.00		316905		226.00
6127		EVERGLADES EQUIPMENT GROUP							
	I-P0833121	DESOT007	R	3/26/2026	13.20		316906		13.20
0306		FENDER AUTO PARTS INC							
	I-080398	R&B	R	3/26/2026	257.85		316907		
	I-080404	ROAD & BRIDGE	R	3/26/2026	760.00		316907		
	I-080706	LANDFILL	R	3/26/2026	52.98		316907		1,070.83
0605		FENDERS TIRE & BATTERY, INC.							
	I-72131	366	R	3/26/2026	310.50		316908		310.50
0418		FLORIDA SPRING & AXLE SERVICE							
	I-540114	24450	R	3/26/2026	297.45		316909		
	I-540273	24450	R	3/26/2026	324.00		316909		621.45

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5430		GINA'S POOL SERVICE OF ARCADIA							
	I-3420061	585-000036	R	3/26/2026	25.00		316910		25.00
5454		GRAINGER, INC							
	I-9849650438	866230576	R	3/26/2026	412.18		316911		412.18
6033		HD SUPPLY FACILITIES MAINTENAN							
	I-9246837851	15786388	R	3/26/2026	2,490.10		316912		2,490.10
6089		HD SUPPLY PSD							
	I-9246411915	18908916	R	3/26/2026	181.99		316913		181.99
1512		HILL MANUFACTURING CO INC							
	I-217375	4434237	R	3/26/2026	900.00		316914		
	I-218048	2128917	R	3/26/2026	432.90		316914		1,332.90
3000		HILLS PET NUTRITION ,INC							
	I-256437336	726033	R	3/26/2026	104.61		316915		
	I-256438339	726033	R	3/26/2026	177.26		316915		281.87
0423		KNIGHT SUPPLY OF							
	I-101062	LANDFILL	R	3/26/2026	198.40		316916		
	I-101096	LANDFILL	R	3/26/2026	14.88		316916		213.28
4427		LIBBY BROWN							
	I-042026-REIMB	INSURANCE REIMBURSEMENT	R	3/26/2026	25.10		316917		25.10
1		Magan Mernman							
	I-202603232764	TRAP REFUND	R	3/26/2026	20.00		316918		20.00
5432		MARLIN BUSINESS BANK							
	I-41756963-1800045	ACCT# 1800045	R	3/26/2026	743.37		316919		743.37
5779		MWI ANIMAL HEALTH, CO							
	I-66512673	290807	R	3/26/2026	633.36		316920		633.36
4898		NADIA DAUGHTREY, CLERK OF COUR							
	I-202603242769	RECORDING FEES	R	3/26/2026	55.50		316921		55.50
4898		NADIA DAUGHTREY, CLERK OF COUR							
	I-202603262787	RECORDING FEES	R	3/26/2026	10.00		316922		10.00
5739		NAPA AUTO PARTS							
	I-155531	ROAD & BRIDGE	R	3/26/2026	1,183.50		316923		1,183.50

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5006		O'REILLY AUTO PARTS							
	I-5069208450	2192285	R	3/26/2026	156.96		316924		156.96
5766		ODP BUSINESS SOLUTIONS, LLC							
	I-461008325001	27272349	R	3/26/2026	16.17		316925		
	I-461008326001	27272349	R	3/26/2026	26.20		316925		42.37
6230		PCF&D							
	I-9542	MILLS WALL SIGNAGE	R	3/26/2026	5,613.00		316926		5,613.00
5445		QUADIENT LEASING USA,							
	I-Q2257461	00022620	R	3/26/2026	452.67		316927		452.67
1		ROSABEL GRACIA							
	I-202603242778	GARCIA- DD REFU	R	3/26/2026	75.00		316928		75.00
4909		SANCHEZ MACHINE SHOP, LLC							
	I-7660	PSD	R	3/26/2026	900.00		316929		900.00
2809		SHERWIN-WILLIAMS CO.							
	I-20956	4202-4789-2	R	3/26/2026	81.90		316930		
	I-33918	4202-4789-2	R	3/26/2026	486.35		316930		568.25
0259		SMITH'S RANCH & GARDEN							
	I-129068	5142224	R	3/26/2026	50.98		316931		50.98
6354		SPECIALTY FIRE SUPPRESSION, IN							
	I-12552	LANDFILL	R	3/26/2026	5,271.03		316932		5,271.03
4805		SUNCOAST PRINT & PROMOTIONS, I							
	I-423597	10541	R	3/26/2026	110.29		316933		110.29
0310		TEN-8 FIRE EQUIPMENT INC							
	I-1310098099	C00269	R	3/26/2026	1,754.20		316934		
	I-1310098349	C00269	R	3/26/2026	356.52		316934		
	I-1310098790	C00269	R	3/26/2026	1,690.00		316934		
	I-1310099218	C00269	R	3/26/2026	2,762.17		316934		
	I-1310099218A	C00269	R	3/26/2026	1,539.40		316934		8,102.29
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5037887685	450-0112216-006	R	3/26/2026	232.86		316935		232.86
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5037921190	450-0112216-007	R	3/26/2026	336.95		316936		336.95

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4801		TROPIC EQUIPMENT RENTALS, INC							
	I-126322	10010	R	3/26/2026	269.00		316937		269.00
5756		VAULT HEALTH							
	I-FL00701654	L23494	R	3/26/2026	35.00		316938		
	I-FL00701654A	L23494	R	3/26/2026	70.00		316938		
	I-FL00701654AA	L23494	R	3/26/2026	70.00		316938		
	I-FL00701654AAA	L23494	R	3/26/2026	35.00		316938		
	I-FL00701654AAAA	L23494	R	3/26/2026	336.60		316938		
	I-FL00701654AAAAA	L23494	R	3/26/2026	35.00		316938		
	I-FL00701654AAAAAA	L23494	R	3/26/2026	35.00		316938		616.60
5025		VISION ACE HARDWARE, LLC							
	I-405837	920174	R	3/26/2026	14.37		316939		14.37
5027		VISION ACE HARDWARE, LLC							
	I-405743	920161	R	3/26/2026	149.99		316940		
	I-405781	920161	R	3/26/2026	26.99		316940		
	I-405782	920161	R	3/26/2026	68.97		316940		
	I-405835	920161	R	3/26/2026	36.96		316940		
	I-405843	920161	R	3/26/2026	66.63		316940		
	I-405858	920161	R	3/26/2026	21.98		316940		
	I-405870	920161	R	3/26/2026	92.96		316940		
	I-405896	920161	R	3/26/2026	19.99		316940		484.47
5028		VISION ACE HARDWARE, LLC							
	I-405469	920171	R	3/26/2026	18.58		316941		
	I-405634	920171	R	3/26/2026	124.98		316941		143.56
5030		VISION ACE HARDWARE, LLC.							
	I-405839	920165	R	3/26/2026	349.27		316942		349.27
5400		VOIANCE LANGUAGE SERVICES, LLC							
	I-2025034188	669621	R	3/26/2026	39.78		316943		
	I-2025045807	669621	R	3/26/2026	25.00		316943		
	I-2025056784	669621	R	3/26/2026	55.35		316943		120.13
6020		ZAMORAS LAWN & LANDSCAPE LLC							
	I-CI3757-454	MOWING ADMIN BUILDING, ETC	R	3/26/2026	2,762.50		316944		
	I-CI3759-453	MOWING COURTHOUSE	R	3/26/2026	543.33		316944		3,305.83
0084		CITY OF ARCADIA,							
	I-202603302792	0000967581-002899694	R	3/30/2026	106.19		316946		106.19

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5360		GALLS, LLC							
	C-033591457	4234797	V	3/31/2026	89.21CR		316947		
	D-202603312793	GALLS, LLC	V	3/31/2026	81.23		316947		
	I-033590686	4234797	V	3/31/2026	7.99		316947		0.01
5360		GALLS, LLC							
	M-CHECK	GALLS, LLC VOIDED	V	3/31/2026			316947		0.01CR
5811		AC DISASTER CONSULTING, LLC							
	C-CM05	DESOTO COUNTY BOCC	R	4/02/2026	8,640.00CR		316961		
	I-DESOTO0029	DESOTO COUNTY BOCC	R	4/02/2026	8,212.50		316961		
	I-DESOTO0030	DESOTO COUNTY BOCC	R	4/02/2026	8,115.00		316961		
	I-DESOTO0031	DESOTO COUNTY BOCC	R	4/02/2026	12,017.50		316961		
	I-DESOTO0032	DESOTO COUNTY BOCC	R	4/02/2026	8,021.25		316961		
	I-DESOTO0033	DESOTO COUNTY BOCC	R	4/02/2026	11,988.75		316961		
	I-DESOTO0034	DESOTO COUNTY BOCC	R	4/02/2026	12,563.75		316961		52,278.75
6345		ACENTRIA							
	I-291592	BOAROFC-02	R	4/02/2026	360.00		316962		360.00
5488		ADVANCED LIFT STATION SERVICES							
	I-12913	LANDFILL	R	4/02/2026	1,240.00		316963		1,240.00
0408		ALERT PLUMBING SERVICE SPECIAL							
	I-1539	PSD	R	4/02/2026	496.00		316964		
	I-1565	PSD	R	4/02/2026	65.00		316964		
	I-1566	PSD	R	4/02/2026	479.47		316964		1,040.47
5654		AUTO ZONE STORES, INC							
	I-01088293005	11356068	R	4/02/2026	47.83		316965		
	I-01088306938	11356068	R	4/02/2026	471.09		316965		518.92
2317		BOUND TREE MEDICAL. LLC							
	I-86149385	108367	R	4/02/2026	401.62		316966		
	I-86151004	108367	R	4/02/2026	26.90		316966		428.52
0974		CARDINAL HEALTH 110, INC							
	I-7465966892	2052028004	R	4/02/2026	126.44		316967		
	I-7466620866	2052028004	R	4/02/2026	422.24		316967		548.68
1001		CENTRAL FLORIDA REGIONAL							
	I-101113407	VULNERABILITY ASSESSMENT	R	4/02/2026	67,500.00		316968		
	I-101113413	VULNERABILITY ASSESSMENT	R	4/02/2026	67,500.00		316968		135,000.00

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3848		CENTURYLINK							
	I-202604012799	312160748	R	4/02/2026	127.14		316969		127.14
5530		CHARLOTTE TECHNICAL COLLEGE							
	I-202603302790	LINDSEY DECKER TUITION	R	4/02/2026	844.00		316970		
	I-202603302791	ANDRE KATZ TUITION	R	4/02/2026	844.00		316970		1,688.00
6312		CHR SERVICES ONSITE REPAIR INC							
	I-5356	R&B	R	4/02/2026	1,997.00		316971		1,997.00
3635		CINTAS CORPORATION NO.2							
	I-4262860886	24040476	R	4/02/2026	58.86		316972		
	I-4263603284	24040476	R	4/02/2026	58.86		316972		
	I-4264205561	24030035	R	4/02/2026	35.00		316972		
	I-4264360584	24040476	R	4/02/2026	58.86		316972		
	I-4264360632	24049758	R	4/02/2026	54.48		316972		
	I-5326272812	24049758	R	4/02/2026	7.53		316972		273.59
0084		CITY OF ARCADIA,							
	I-202604012798	0300001772-002890684	R	4/02/2026	838.29		316973		838.29
3503		COMTEL TECHNOLOGY GROUP, INC							
	I-38311	300799	R	4/02/2026	785.00		316974		
	I-38312	300799	R	4/02/2026	1,350.00		316974		
	I-38313	300799	R	4/02/2026	1,350.00		316974		3,485.00
6278		CONNIE L. COLLINS PLLC							
	I-66	25-00109	R	4/02/2026	1,160.00		316975		1,160.00
4745		COPY LIFE INC.							
	I-AR119982	DC05	R	4/02/2026	220.90		316976		220.90
2724		CULLIGAN WATER							
	I-1384884	1013721	R	4/02/2026	24.00		316977		24.00
5345		D. ALAN MOORE							
	I-202604012800	INDIGENT BURIAL	R	4/02/2026	785.00		316978		785.00
5067		DAVID A. WILLIAMS, CFA							
	I-202604012803	3RD QTR BUDGET DRAW	R	4/02/2026	335,003.99		316979		335,003.99
5067		DAVID A. WILLIAMS, CFA							
	I-202604012804	3RD QTR BUDGET DRAW	R	4/02/2026	62,709.08		316980		62,709.08

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1		DR RICHARD OVERMAN							
	I-202604012796	OVERMAN- DD	R	4/02/2026	75.00		316981		75.00
6146		ECO CLEAN MAINTENANCE, INC							
	I-14793	MARCH 2026	R	4/02/2026	3,425.00		316982		
	I-14794	MARCH 2026	R	4/02/2026	2,574.00		316982		
	I-14795	MARCH 2026	R	4/02/2026	857.00		316982		6,856.00
6341		EUROFINS DRINKING WATER & WAST							
	I-89253	DESOTO WWTP	R	4/02/2026	83.00		316983		
	I-89355	DESOTO WTP	R	4/02/2026	244.00		316983		
	I-89356	DESOTO-LAKE SUZY WTP	R	4/02/2026	244.00		316983		
	I-89434	DESOTO WWTP	R	4/02/2026	83.00		316983		654.00
6127		EVERGLADES EQUIPMENT GROUP							
	I-P0837755	DEST007	R	4/02/2026	236.24		316984		236.24
0416		FEDERAL EXPRESS CORP							
	I-920761249	2843-9406-2	R	4/02/2026	195.12		316985		195.12
0306		FENDER AUTO PARTS INC							
	I-065239	R&B	R	4/02/2026	39.46		316986		
	I-068826	PSD	R	4/02/2026	82.79		316986		122.25
0314		FLORIDA POWER & LIGHT							
	I-202604012797	FLORIDA POWER & LIGHT	R	4/02/2026	53,272.81		316987		53,272.81
5360		GALLS, LLC							
	I-034382876	4234797	R	4/02/2026	60.31		316988		
	I-034552961	4234797	R	4/02/2026	27.46		316988		
	I-034565517	4234797	R	4/02/2026	43.16		316988		130.93
3145		GAMETIME, INC							
	I-PJI0289426	00015688	R	4/02/2026	118,589.49		316989		118,589.49
5452		GRAINGER, INC							
	I-9856561924	887348975	R	4/02/2026	299.20		316990		
	I-9857703681	887348975	R	4/02/2026	89.30		316990		
	I-9857703699	887348975	R	4/02/2026	35.72		316990		
	I-9857703707	887348975	R	4/02/2026	196.46		316990		
	I-9858095335	887348975	R	4/02/2026	53.58		316990		
	I-9858421697	887348975	R	4/02/2026	178.60		316990		852.86

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4900		HAWKINS, INC							
	I-7375543	292984	R	4/02/2026	653.40		316991		
	I-7375544	292984	R	4/02/2026	2,970.00		316991		3,623.40
3468		JONES EDMUNDS & ASSOCIATES, IN							
	I-0258396	04185-003-01	R	4/02/2026	145.77		316992		145.77
1		JULIUS JONES							
	I-212544	APPLICATION FEE	R	4/02/2026	25.00		316993		25.00
1		JULIUS JONES							
	I-215483	TUITION	R	4/02/2026	683.10		316994		683.10
1		JULIUS JONES							
	I-221309	FEES	R	4/02/2026	1,759.61		316995		1,759.61
0423		KNIGHT SUPPLY OF							
	I-101052	PARKS	R	4/02/2026	24.92		316996		24.92
5776		LIFE SCAN WELLNESS CENTERS							
	I-4302	PSD	R	4/02/2026	28,124.00		316997		28,124.00
2821		MADER ELECTRIC MOTORS, INC.							
	I-4214	TC	R	4/02/2026	1,600.00		316998		1,600.00
1729		MID-STATE SCALE COMPANY							
	I-9179	LANDFILL	R	4/02/2026	2,374.40		316999		2,374.40
5739		NAPA AUTO PARTS							
	I-156394	r&b	R	4/02/2026	80.70		317000		80.70
5006		O'REILLY AUTO PARTS							
	I-5069209773	2192285	R	4/02/2026	5.29		317001		
	I-5069209822	2192285	R	4/02/2026	86.13		317001		
	I-5069209825	2192285	R	4/02/2026	61.66		317001		153.08
5766		ODP BUSINESS SOLUTIONS, LLC							
	C-460217820001	27272349	R	4/02/2026	562.04CR		317002		
	I-460990956001	27272349	R	4/02/2026	655.96		317002		
	I-462116511001	27272349	R	4/02/2026	121.70		317002		
	I-462120408001	27272349	R	4/02/2026	17.66		317002		
	I-463404372001	27272349	R	4/02/2026	85.98		317002		
	I-463878829001	27272349	R	4/02/2026	79.65		317002		398.91

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6223		PALMDALE COMO PROPANE LLC							
	I-2942126	1204701	R	4/02/2026	80.00		317003		80.00
5832		PROMPT WRECKER SERVICE & SALES							
	I-26274131	PSD	R	4/02/2026	673.75		317004		673.75
3389		RING POWER CORPORATION							
	I-15WC1361545	011803	R	4/02/2026	1,620.25		317005		1,620.25
2950		SAFEGUARD SECURITY,INC							
	I-079666	1939	R	4/02/2026	500.00		317006		500.00
1803		SAFETY PRODUCTS INC							
	I-2026129760	DES36	R	4/02/2026	897.00		317007		
	I-2026129956	DES023	R	4/02/2026	120.62		317007		1,017.62
1		SANDRA CESPEDES							
	I-202604012805	CESPEDES- DD R	R	4/02/2026	75.00		317008		75.00
4775		SANTANDER LEASING, LLC							
	I-20353370	002-0027669-000	R	4/02/2026	9,568.92		317009		9,568.92
0259		SMITH'S RANCH & GARDEN							
	I-128203	5142224	R	4/02/2026	5.98		317010		
	I-1286282	5142224	R	4/02/2026	7.27		317010		
	I-129160	5142224	R	4/02/2026	32.97		317010		46.22
5780		SPARKLY SUNSHINE CLEANING SERV							
	I-00047	MARCH 2026	R	4/02/2026	200.00		317011		200.00
1464		SUN STATE INT'L TRUCKS,LLC							
	I-X40018386101	10600	R	4/02/2026	266.46		317012		266.46
4805		SUNCOAST PRINT & PROMOTIONS, I							
	I-423728	0001	R	4/02/2026	150.00		317013		150.00
6068		T-MOBILE USA, INC							
	I-202603312795	998198432	R	4/02/2026	77.25		317014		77.25
4098		THE AVANTI COMPANY, INC.							
	I-139096	UTILITIES	R	4/02/2026	5,100.00		317015		
	I-139119	UTILITIES	R	4/02/2026	6,953.00		317015		12,053.00

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0697		THE SUN							
	I-3984175	379254	R	4/02/2026	290.40		317016		290.40
0697		THE SUN							
	I-3984521	379254	R	4/02/2026	435.60		317017		435.60
1		TIFFANY CENDEJAS;							
	I-202603302788	; TRAVEL	R	4/02/2026	230.00		317018		230.00
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5038078252	450-0112216-008	R	4/02/2026	447.61		317019		447.61
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5038135286	450-0112216-001	R	4/02/2026	245.39		317020		245.39
6275		TWC SERVICES, INC.							
	I-76865981	334700	R	4/02/2026	273.00		317021		273.00
3708		VERIZON WIRELESS							
	I-6134256010	322824883-00001	R	4/02/2026	4,690.92		317022		
	I-6136760898	322824883-000001	R	4/02/2026	5,007.43		317022		9,698.35
5025		VISION ACE HARDWARE, LLC							
	I-406054	920174	R	4/02/2026	37.99		317027		37.99
5026		VISION ACE HARDWARE, LLC							
	C-C31180	920175	R	4/02/2026	11.00CR		317028		
	I-397147	920175	R	4/02/2026	42.51		317028		
	I-397352	920175	R	4/02/2026	64.71		317028		
	I-405732	920175	R	4/02/2026	52.97		317028		
	I-405889	920175	R	4/02/2026	50.98		317028		
	I-405943	920175	R	4/02/2026	80.84		317028		
	I-405988	920175	R	4/02/2026	60.99		317028		342.00
5027		VISION ACE HARDWARE, LLC							
	I-405966	920161	R	4/02/2026	6.59		317029		
	I-406055	920161	R	4/02/2026	159.98		317029		
	I-406066	920161	R	4/02/2026	12.58		317029		179.15
5028		VISION ACE HARDWARE, LLC							
	I-405574	920171	R	4/02/2026	44.99		317030		
	I-405766	920171	R	4/02/2026	19.99		317030		64.98

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5030		VISION ACE HARDWARE, LLC.							
	I-405957	920165	R	4/02/2026	38.88		317031		
	I-405990	920165	R	4/02/2026	173.99		317031		212.87
5162		WATER BOY, INC							
	I-00605626	009447	R	4/02/2026	4.85		317032		4.85
5084		WIDEIKIS, BENEDICT & BERNTSSON							
	I-38594	15.0000	R	4/02/2026	400.00		317033		400.00
6339		27 VIRTUAL CONSULTING, LLC							
	I-51275	2/6/26-2/5/27	R	4/06/2026	19,366.14		317034		19,366.14
5811		AC DISASTER CONSULTING, LLC							
	I-02332	DESOTO COUNTY BOCC	R	4/09/2026	3,248.75		317035		3,248.75
5488		ADVANCED LIFT STATION SERVICES							
	I-12969	LANDFILL	R	4/09/2026	714.60		317036		714.60
5465		ADVANTAGE MEDICAL WASTE SOLUTI							
	I-M93934	AC	R	4/09/2026	75.00		317037		75.00
1		Adventhealth Sebring							
	I-202604092833	CORNELIO	R	4/09/2026	3,660.00		317038		3,660.00
0019		ANIMAL CARE EQUIPMENT & SERVIC							
	I-140808	AC	R	4/09/2026	1,632.82		317039		
	I-140809	AC	R	4/09/2026	1,161.93		317039		
	I-140930	AC	R	4/09/2026	223.80		317039		3,018.55
2317		BOUND TREE MEDICAL. LLC							
	I-86156634	108367	R	4/09/2026	1,343.33		317040		
	I-86158178	108367	R	4/09/2026	29.95		317040		1,373.28
0950		BUFFALO GRAFFIX INC							
	I-549991	7850	R	4/09/2026	314.99		317041		314.99
1001		CENTRAL FLORIDA REGIONAL							
	I-101113427	VULNERABILITY ASSESSMENT	R	4/09/2026	20,000.00		317042		
	I-101113428	VULNERABILITY ASSESSMENT	R	4/09/2026	20,000.00		317042		
	I-101113429	VULNERABILITY ASSESSMENT	R	4/09/2026	5,000.00		317042		45,000.00
3635		CINTAS CORPORATION NO.2							
	I-4264205735	24060156	R	4/09/2026	269.48		317043		
	I-4264988348	24030035	R	4/09/2026	35.00		317043		
	I-4264988355	24060156	R	4/09/2026	259.96		317043		
	I-4265145216	24049758	R	4/09/2026	54.48		317043		
	I-8408224395	24030035	R	4/09/2026	7.53		317043		626.45

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0084		CITY OF ARCADIA,							
	I-202604062819	0000968225-002906134	R	4/09/2026	673.88		317044		
	I-202604062820	0000967576-002899644	R	4/09/2026	220.25		317044		
	I-202604072827	0000967582-002899704	R	4/09/2026	96.94		317044		
	I-202604072828	0000967583-002899714	R	4/09/2026	121.22		317044		
	I-202604082831	0000967581-002899694	R	4/09/2026	106.93		317044		
	I-202604092834	0000967579-002899674	R	4/09/2026	731.34		317044		
	I-202604092835	0000967577-002899654	R	4/09/2026	2,419.81		317044		
	I-202604092836	0000967584-002899724	R	4/09/2026	1,691.66		317044		
	I-202604092837	0000967580-002899684	R	4/09/2026	2,546.97		317044		8,609.00
0304		CONSOLIDATED PRODUCTIONS							
	I-03302026	UTILITIES	R	4/09/2026	2,253.00		317045		2,253.00
4745		COPY LIFE INC.							
	I-AR119572	CF0375	R	4/09/2026	175.00		317046		
	I-AR119978	CF1045	R	4/09/2026	57.28		317046		
	I-AR120287	DC03	R	4/09/2026	78.00		317046		
	I-AR120288-DCO4	MAR26	R	4/09/2026	294.68		317046		
	I-AR120355	CF0375	R	4/09/2026	41.19		317046		
	I-AR120414	CF0375	R	4/09/2026	162.50		317046		808.65
5884		COREY KALMES							
	I-202604072822	TRAVEL VOUCHER	R	4/09/2026	22.00		317047		22.00
2724		CULLIGAN WATER							
	I-1371212	1176060	R	4/09/2026	7.75		317048		
	I-1382699	1020379	R	4/09/2026	46.50		317048		
	I-1385472	1173883	R	4/09/2026	20.37		317048		
	I-1385684	1176060	R	4/09/2026	36.99		317048		111.61
4919		CYPRESS SUPPLY, INC.							
	I-134886	10007	R	4/09/2026	80.95		317049		80.95
6188		DAYTONA STATE COLLEGE							
	I-DSC203177	ACO SCHOOL	R	4/09/2026	450.00		317050		450.00
5015		DUVAL ASPHALT PRODUCTS, INC							
	I-07514772	DES002	R	4/09/2026	6,061.92		317051		6,061.92
5757		DYNAMIC EQUIPMENT GROUP							
	I-P90674	BOC702	R	4/09/2026	1,960.00		317052		1,960.00

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1		Dyshana Cardenas							
	I-202604092832	CARDENAS DEPO	R	4/09/2026	200.00		317053		200.00
5773		EAST PENN MANUFACTURING CO							
	I-260290129	310112591	R	4/09/2026	1,691.04		317054		1,691.04
6127		EVERGLADES EQUIPMENT GROUP							
	I-P0841637	DESOT007	R	4/09/2026	276.90		317055		
	I-P0843378	DESOT007	R	4/09/2026	478.10		317055		755.00
0306		FENDER AUTO PARTS INC							
	I-081575	LANDFILL	R	4/09/2026	239.80		317056		
	I-081719	LANDFILL	R	4/09/2026	10.92		317056		250.72
0605		FENDERS TIRE & BATTERY, INC.							
	I-72297	580	R	4/09/2026	61.45		317057		61.45
6123		FERGUSON ENTERPRISES, LLC							
	I-1724019	32999	R	4/09/2026	527.43		317058		527.43
0572		FLORIDA TIRE TERMINAL							
	I-12425	R&B	R	4/09/2026	565.00		317059		565.00
0418		FLORIDA SPRING & AXLE SERVICE							
	I-540772	24450	R	4/09/2026	3,195.18		317060		3,195.18
3877		FRED'S HYDRAULIC HOSE							
	I-3156	R&B	R	4/09/2026	331.10		317061		331.10
5360		GALLS, LLC							
	I-034596994	4234797	R	4/09/2026	21.57		317062		21.57
6330		GG PARTS AND SUPPLIES							
	I-1473	LANDFILL	R	4/09/2026	1,669.34		317063		1,669.34
5452		GRAINGER, INC							
	I-9865951801	887348975	R	4/09/2026	241.68		317064		
	I-9867060791	887348975	R	4/09/2026	49.73		317064		291.41
5454		GRAINGER, INC							
	I-9865381298	866230576	R	4/09/2026	104.92		317065		104.92
6089		HD SUPPLY PSD							
	I-9246942098	18908916	R	4/09/2026	63.07		317066		
	I-9247289067	18908916	R	4/09/2026	75.38		317066		
	I-9247381828	18908916	R	4/09/2026	155.10		317066		293.55

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0423		KNIGHT SUPPLY OF							
	I-101271	UTILITIES	R	4/09/2026	172.28		317067		
	I-101280	LANDFILL	R	4/09/2026	13.04		317067		
	I-101281	LANDFILL	R	4/09/2026	30.88		317067		216.20
4864		LEAF							
	I-20049511-3458108	100-3458108-007	R	4/09/2026	136.72		317068		136.72
4864		LEAF							
	I-20050651-13545158	100-4333359-006	R	4/09/2026	120.12		317069		120.12
4896		NADIA DAUGHTREY, CLERK OF COUR							
	I-202604072824	ANIMAL CONTROL	R	4/09/2026	330.00		317070		330.00
5739		NAPA AUTO PARTS							
	I-156910	R&B	R	4/09/2026	100.48		317071		100.48
5006		O'REILLY AUTO PARTS							
	I-5069211168	2907108	R	4/09/2026	28.01		317072		28.01
5766		ODP BUSINESS SOLUTIONS, LLC							
	I-462560346001	27272349	R	4/09/2026	171.96		317073		
	I-463028288001	27272349	R	4/09/2026	100.15		317073		272.11
0331		PEACE RIVER ELECTRIC CORP							
	I-202604082830	97457001	R	4/09/2026	497.09		317074		497.09
4922		PETER DANAO- PETTY CASH							
	I-202604072826	REIMBURSEMENT	R	4/09/2026	80.00		317075		80.00
0403		PONGER-KAYS GRADY FUNERAL							
	I-260061A	SS - INDIGENT- PONGER KAY	R	4/09/2026	810.00		317076		810.00
5539		R & M SERVICE SOLUTIONS, LLC							
	I-SOI04335	UTILITIES	R	4/09/2026	14,150.00		317077		14,150.00
4771		RICOH USA, INC.							
	I-5073004538	3769473	R	4/09/2026	54.87		317078		54.87
2950		SAFEGUARD SECURITY,INC							
	I-079703	1939	R	4/09/2026	345.00		317079		345.00
1803		SAFETY PRODUCTS INC							
	I-2026131197	DES36	R	4/09/2026	837.75		317080		
	I-2026133575	DES36	R	4/09/2026	68.89		317080		906.64

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6126		SARASOTA CO.STATE ATTORNEY'S O							
	I-JANUARYMARCH2026	REIMB JAN-MAR 2026	R	4/09/2026	35,121.16		317081		35,121.16
2940		SOUTHERN OXYGEN & WELDING SUPP							
	I-0000010135	DC4842	R	4/09/2026	957.83		317082		
	I-0000010643	DC4842	R	4/09/2026	963.47		317082		
	I-0000011148	DC4842	R	4/09/2026	963.47		317082		2,884.77
4777		THE LAKE DOCTORS, INC							
	I-361049B	721714	R	4/09/2026	234.00		317083		234.00
0697		THE SUN							
	I-3973516	401232	R	4/09/2026	57.20		317084		57.20
0697		THE SUN							
	I-3974624	401232	R	4/09/2026	57.20		317085		57.20
0697		THE SUN							
	I-3975037	401232	R	4/09/2026	57.20		317086		57.20
0697		THE SUN							
	I-3979820	401232	R	4/09/2026	57.20		317087		57.20
4681		THOMAS TURNBULL							
	I-202604072825	TRAVEL VOUCHER	R	4/09/2026	224.00		317088		224.00
1		TIFFANY CENDEJAS;							
	I-202604072823	TRAVEL	R	4/09/2026	22.00		317089		22.00
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5037051794	450-0112216-001	R	4/09/2026	321.21		317090		321.21
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5037858172	450-0112216-009	R	4/09/2026	137.59		317091		137.59
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5037858172A	450-0112216-009	R	4/09/2026	137.59		317092		137.59
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5037921188	450-0112216-005	R	4/09/2026	241.09		317093		241.09
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5037921189	450-0112216-004	R	4/09/2026	154.16		317094		154.16

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3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5038089262	450-0112216-009	R	4/09/2026	149.06		317095		149.06
4801		TROPIC EQUIPMENT RENTALS, INC							
	I-126432	10010	R	4/09/2026	658.00		317096		
	I-126487	10010	R	4/09/2026	370.00		317096		1,028.00
5028		VISION ACE HARDWARE, LLC							
	I-406257	920171	R	4/09/2026	27.98		317097		27.98
5031		VISION ACE HARDWARE, LLC							
	I-404963	920164	R	4/09/2026	26.50		317098		26.50
5030		VISION ACE HARDWARE, LLC.							
	I-406140	920165	R	4/09/2026	22.57		317099		
	I-406253	920165	R	4/09/2026	6.59		317099		
	I-406254	920165	R	4/09/2026	15.96		317099		45.12
5400		VOIANCE LANGUAGE SERVICES, LLC							
	I-SUMINV0594810326	59481	R	4/09/2026	21.36		317100		21.36
5162		WATER BOY, INC							
	I-00606267	037855	R	4/09/2026	9.90		317101		
	I-25134839	037855	R	4/09/2026	109.15		317101		119.05
6083		WET AND WILD PARTY RENTALS LLC							
	I-0000399	PARKS	R	4/09/2026	937.50		317102		
	I-0000400	PARKS	R	4/09/2026	350.00		317102		1,287.50
4349		YARBROUGH TIRE SERVICE, INC							
	I-1110842	100539	R	4/09/2026	2,248.08		317103		
	I-1110843	100539	R	4/09/2026	2,248.08		317103		
	I-1110844	100539	R	4/09/2026	1,465.68		317103		5,961.84
6020		ZAMORAS LAWN & LANDSCAPE LLC							
	I-CI3798	452	R	4/09/2026	1,370.00		317104		
	I-CI3809	28	R	4/09/2026	70.00		317104		1,440.00
1		TONYA QUINN							
	I-202604152865	REIMBURSEMENT	R	4/15/2026	1,000.00		317105		1,000.00
5988		A & D RECYCLING LLC							
	I-16987	10387	R	4/16/2026	125.00		317109		125.00

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2690		ARCADIA DO IT BEST HARDWARE							
	I-B267732	2000100	R	4/16/2026	40.37		317110		40.37
5654		AUTO ZONE STORES, INC							
	I-01088329361	11356068	R	4/16/2026	20.14		317111		20.14
0235		B & I CONTRACTORS INC							
	I-90756S	11546	R	4/16/2026	1,290.00		317112		1,290.00
6328		BADGER METER, INC							
	I-80232050	33145	R	4/16/2026	161.37		317113		161.37
1		BARBARA BROWN							
	I-39837	INSURANCE REFUND	R	4/16/2026	96.09		317114		96.09
2317		BOUND TREE MEDICAL. LLC							
	C-70376040	108367	R	4/16/2026	20.36CR		317115		
	C-70376246	108367	R	4/16/2026	76.42CR		317115		
	C-70376479	108367	R	4/16/2026	139.99CR		317115		
	I-86040529	108367	R	4/16/2026	217.96		317115		
	I-86044526	108367	R	4/16/2026	2,431.30		317115		
	I-86057107	108367	R	4/16/2026	30.99		317115		
	I-86078728	108367	R	4/16/2026	411.51		317115		
	I-86165147	108367	R	4/16/2026	1,284.39		317115		4,139.38
1		CARYL SPRAGUE							
	I-38077	INSURANCE REFUND	R	4/16/2026	100.00		317116		100.00
1001		CENTRAL FLORIDA REGIONAL							
	I-101113432	3RD QTR APRIL-JUNE 2026	R	4/16/2026	3,282.55		317117		3,282.55
3635		CINTAS CORPORATION NO.2							
	I-4265713971	24030035	R	4/16/2026	35.00		317118		
	I-4265882978	24049758	R	4/16/2026	54.48		317118		89.48
3232		COKER FUEL, INC.							
	I-257744	18454	R	4/16/2026	213.99		317119		213.99
3976		COMCAST							
	I-26802002-939776438	APR 26 PAYMENT	R	4/16/2026	1,666.35		317120		1,666.35
4612		COMCAST COMMUNICATIONS							
	I-202604132861	8535 10 064 0066556	R	4/16/2026	84.00		317121		84.00

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5154		CORE & MAIN LP							
	I-Y719928	164427	R	4/16/2026	13,360.00		317122		13,360.00
1104		COX PEST CONTROL INC							
	I-342720	117743	R	4/16/2026	40.00		317123		
	I-342721	117747	R	4/16/2026	40.00		317123		
	I-342722	117744	R	4/16/2026	40.00		317123		
	I-342773	118988	R	4/16/2026	50.00		317123		
	I-342783	117746	R	4/16/2026	50.00		317123		
	I-342793	117750	R	4/16/2026	40.00		317123		
	I-342794	117750	R	4/16/2026	30.00		317123		
	I-342905	117742	R	4/16/2026	40.00		317123		
	I-342906	117757	R	4/16/2026	40.00		317123		
	I-342947	117745	R	4/16/2026	40.00		317123		
	I-342967	117755	R	4/16/2026	65.00		317123		
	I-342968	117756	R	4/16/2026	40.00		317123		
	I-342969	117754	R	4/16/2026	40.00		317123		
	I-342970	117753	R	4/16/2026	65.00		317123		
	I-342971	117752	R	4/16/2026	45.00		317123		
	I-343290	117741	R	4/16/2026	85.00		317123		
	I-343408	117740	R	4/16/2026	85.00		317123		
	I-343575	117758	R	4/16/2026	40.00		317123		
	I-343592	117759	R	4/16/2026	40.00		317123		
	I-344056	117755	R	4/16/2026	65.00		317123		
	I-344057	117756	R	4/16/2026	40.00		317123		1,020.00
2724		CULLIGAN WATER							
	I-1382700	1176489	R	4/16/2026	58.75		317125		
	I-1382859	1013721	R	4/16/2026	160.75		317125		219.50
5636		DARRELL'S WRECKER SERVICE							
	I-24718	LANDFILL	R	4/16/2026	249.12		317126		249.12
1416		DESOTO CO PUBLIC HEALTH							
	I-202604132858	R DOSSANTOS	R	4/16/2026	145.00		317127		
	I-202604132859	P MILLER	R	4/16/2026	145.00		317127		290.00
1158		DESOTO SIGN CO							
	I-7700	FACILITIES	R	4/16/2026	140.00		317128		
	I-7703	PLANNING	R	4/16/2026	184.00		317128		
	I-7704	ADMIN	R	4/16/2026	92.00		317128		
	I-7710	PLANNING	R	4/16/2026	80.00		317128		496.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 3/24/2026 THRU 4/27/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5773		EAST PENN MANUFACTURING CO							
	I-260317796	310112591	R	4/16/2026	242.04		317129		242.04
6341		EUROFINS DRINKING WATER & WAST							
	I-89628	DESOTO WWTP	R	4/16/2026	173.00		317130		
	I-89651	DESOTO CORRECTIONAL WTP	R	4/16/2026	24.00		317130		
	I-89685	DESOTO CORRECTIONAL WTP	R	4/16/2026	12.00		317130		
	I-89686	DESOTO CORRECTIONAL WTP	R	4/16/2026	84.00		317130		
	I-89729	DESOTO CORRECTIONAL WTP	R	4/16/2026	24.00		317130		
	I-89734	DESOTO-LAKE SUZY WTP	R	4/16/2026	48.00		317130		
	I-89735	DESOTO CO PUBLIC WATER SY	R	4/16/2026	60.00		317130		425.00
0306		FENDER AUTO PARTS INC							
	I-082107	R&B	R	4/16/2026	37.77		317131		
	I-082315	LANDFILL	R	4/16/2026	22.26		317131		60.03
0572		FLORIDA TIRE TERMINAL							
	I-12646	LANDFILL	R	4/16/2026	350.00		317132		350.00
5401		GOGOVAPPS, INC							
	I-25717	LICENSE PERIOD 11/1-9/30/26	R	4/16/2026	2,200.00		317133		2,200.00
1391		GRAINGER INC							
	I-9873365762	851295683	R	4/16/2026	41.55		317134		41.55
4900		HAWKINS, INC							
	I-7381411	292984	R	4/16/2026	5,794.04		317135		
	I-7389486	292984	R	4/16/2026	336.50		317135		6,130.54
6368		INDY CANAL LODGING ASSOCIATES							
	I-202604162868	TRAVEL	R	4/16/2026	6,634.82		317136		6,634.82
0423		KNIGHT SUPPLY OF							
	I-101291	UTILITIES	R	4/16/2026	89.90		317137		
	I-101362	UTILITIES	R	4/16/2026	92.89		317137		182.79
6110		LEVEL 3 COMMUNICATIONS, LLC							
	I-780254747	5-C1KDK1RG	R	4/16/2026	2,757.26		317138		
	I-780254747A	5-C1KDK1RG	R	4/16/2026	750.99		317138		
	I-780254747B	5-C1KDK1RG	R	4/16/2026	649.11		317138		4,157.36
3904		LIBERTY TIRE RECYCLING, LLC							
	I-3202503	33330	R	4/16/2026	2,420.00		317139		2,420.00

VENDOR SET: 01 Desoto County
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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1		MARIA D MEYER							
	I-39290	INSURANCE REFUND	R	4/16/2026	50.00		317140		50.00
5664		PUBLIC DEFENDER'S OFFICE 12TH							
	I-260002	1/1-3/31/26	R	4/16/2026	11,086.84		317141		11,086.84
5458		QUADIENT FINANCE USA, INC							
	I-202604132860	7900 0440 8121 5315	R	4/16/2026	2,133.62		317142		2,133.62
1		RALPH G FARABEE							
	I-39513	INSURANCE REFU	R	4/16/2026	113.11		317143		113.11
3389		RING POWER CORPORATION							
	I-15CC01378892	011806	R	4/16/2026	472.73		317144		472.73
6119		SARASOTA CO. BOARD OF COUNTY C							
	I-30003922	1FVACWDT3FHGD6315	R	4/16/2026	35,000.00		317145		35,000.00
0299		SARASOTA COUNTY BOARD OF CO. C							
	I-WC04202601	STATE ATTORNEY COMCAST	R	4/16/2026	7,461.48		317146		7,461.48
0299		SARASOTA COUNTY BOARD OF CO. C							
	I-WC04202605	3RD QTR FY26 BILLING	R	4/16/2026	6,545.39		317147		6,545.39
2940		SOUTHERN OXYGEN & WELDING SUPP							
	I-0000001028	DC4842	R	4/16/2026	202.69		317148		
	I-0000001232	DC4842	R	4/16/2026	113.63		317148		
	I-0000001677	DC4842	R	4/16/2026	218.58		317148		
	I-0000001941	DC4842	R	4/16/2026	92.36		317148		
	I-0000002390	DC4842	R	4/16/2026	155.47		317148		
	I-0000002618	DC4842	R	4/16/2026	208.12		317148		
	I-0000002843	DC4842	R	4/16/2026	102.82		317148		
	I-0000003028	DC4842	R	4/16/2026	198.01		317148		
	I-0000003638	DC4842	R	4/16/2026	165.93		317148		1,457.61
3469		STANTEC CONSULTING SERVICES, I							
	I-2515627	63591	R	4/16/2026	5,448.00		317149		5,448.00
4805		SUNCOAST PRINT & PROMOTIONS, I							
	I-423552	0008	R	4/16/2026	324.35		317150		324.35
0310		TEN-8 FIRE EQUIPMENT INC							
	I-1310101458	C00269	R	4/16/2026	451.50		317151		451.50

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 3/24/2026 THRU 4/27/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0697		THE SUN							
	I-3983369	379254	R	4/16/2026	774.40		317152		774.40
0697		THE SUN							
	I-3987526	413794	R	4/16/2026	544.50		317153		544.50
6063		VERATHON MEDICAL							
	I-81340515	80062395	R	4/16/2026	18,061.91		317154		18,061.91
5025		VISION ACE HARDWARE, LLC							
	I-406491	920174	R	4/16/2026	19.99		317155		19.99
5027		VISION ACE HARDWARE, LLC							
	I-406130	920161	R	4/16/2026	48.95		317156		
	I-406141	920161	R	4/16/2026	26.98		317156		
	I-406252	920161	R	4/16/2026	50.85		317156		
	I-406273	920161	R	4/16/2026	14.99		317156		
	I-406300	920161	R	4/16/2026	55.97		317156		
	I-406319	920161	R	4/16/2026	30.98		317156		
	I-406364	920161	R	4/16/2026	32.72		317156		
	I-406373	920161	R	4/16/2026	30.98		317156		
	I-406375	920161	R	4/16/2026	28.98		317156		
	I-406378	920161	R	4/16/2026	9.99		317156		
	I-406395	920161	R	4/16/2026	1.99		317156		
	I-406438	920161	R	4/16/2026	10.98		317156		
	I-406444	920161	R	4/16/2026	4.59		317156		
	I-406445	920161	R	4/16/2026	15.52		317156		
	I-406446	920161	R	4/16/2026	22.38		317156		
	I-406457	920161	R	4/16/2026	59.98		317156		
	I-406465	920161	R	4/16/2026	29.55		317156		
	I-406470	920161	R	4/16/2026	76.32		317156		552.70
1		WAYNE SEAVEY							
	I-38404	INSURANCE REFUND	R	4/16/2026	290.00		317158		290.00
1		BROOKS, DONNA							
	I-000202604132848	US REFUND	R	4/16/2026	66.84		317159		66.84
1		ESTRADA, JUAN							
	I-000202604132851	US REFUND	R	4/16/2026	243.96		317160		243.96
1		KING, LINDA & DEWEY							
	I-000202604132850	US REFUND	R	4/16/2026	150.94		317161		150.94

VENDOR SET: 01 Desoto County
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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1		MY NEW RENTAL LLC							
	I-000202604132845	US REFUND	R	4/16/2026	63.06		317162		63.06
1		MY NEW RENTAL LLC							
	I-000202604132846	US REFUND	R	4/16/2026	113.06		317163		113.06
1		ROMINE, CHRISTOPHER							
	I-000202604132847	US REFUND	R	4/16/2026	72.72		317164		72.72
1		VUONG, CARL							
	I-000202604132849	US REFUND	R	4/16/2026	184.64		317165		184.64
1		PRESERVE DESOTO ONE							
	I-000202604132855	US REFUND	R	4/16/2026	172.41		317166		172.41
1		PRESERVE DESOTO TWO							
	I-000202604132856	US REFUND	R	4/16/2026	162.82		317167		162.82
1		SCOTTO, JOSEPH							
	I-000202604132854	US REFUND	R	4/16/2026	196.20		317168		196.20
1		TOROK, ANDREW							
	I-000202604132852	US REFUND	R	4/16/2026	180.82		317169		180.82
1		TOWNSEND, GAIL & EFF							
	I-000202604132853	US REFUND	R	4/16/2026	142.18		317170		142.18
1		ACCURATE DRILLING SY							
	I-000202604132857	US REFUND	R	4/16/2026	2,500.31		317171		2,500.31
6369		JACK BERRY							
	I-001	REMAKE MUSIC	R	4/21/2026	900.00		317172		900.00
4644		AIR QUALITY MANAGEMENT SERVICE							
	I-2603504	FACILITIES	R	4/23/2026	940.00		317173		940.00
0408		ALERT PLUMBING SERVICE SPECIAL							
	I-1632	PSD	R	4/23/2026	151.35		317174		151.35
5655		CHARLOTTE COUNTY BOARD OF COUN							
	I-FY2526006MARCH2026	LANDFILL	R	4/23/2026	3,181.50		317175		3,181.50
3635		CINTAS CORPORATION NO.2							
	I-4265714203	24060156	R	4/23/2026	259.96		317176		
	I-4266465992	24030035	R	4/23/2026	35.00		317176		
	I-4266466080	24060156	R	4/23/2026	259.96		317176		
	I-4266622750	24049758	R	4/23/2026	54.48		317176		609.40

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 3/24/2026 THRU 4/27/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0084		CITY OF ARCADIA,							
	I-202604202870	0000963380-002857684	R	4/23/2026	463.06		317177		
	I-202604202871	0000963382-002857704	R	4/23/2026	894.83		317177		1,357.89
3503		COMTEL TECHNOLOGY GROUP, INC							
	I-38325	300799	R	4/23/2026	320.00		317178		320.00
4745		COPY LIFE INC.							
	I-AR112830A	DC12	R	4/23/2026	7.71		317179		
	I-AR120331	DC12	R	4/23/2026	42.21		317179		
	I-AR120586	DC12	R	4/23/2026	1.57		317179		51.49
4850		DESOTO AGRICULTURE &							
	I-162288	2825	R	4/23/2026	60.80		317180		60.80
4528		DESOTO COUNTY TEEN COURT							
	I-202604222881	MARCH 2026	R	4/23/2026	1,114.00		317181		1,114.00
5757		DYNAMIC EQUIPMENT GROUP							
	I-P90875	BOC702	R	4/23/2026	106.72		317182		106.72
6341		EUROFINS DRINKING WATER & WAST							
	I-89845	DESOTO WWTP	R	4/23/2026	83.00		317183		
	I-89932	DESOTO WWTP	R	4/23/2026	83.00		317183		166.00
6127		EVERGLADES EQUIPMENT GROUP							
	I-P0847145	DESOT007	R	4/23/2026	232.60		317184		
	I-P0847185	DESOT007	R	4/23/2026	586.28		317184		818.88
0306		FENDER AUTO PARTS INC							
	I-082631	R&B	R	4/23/2026	113.46		317185		
	I-082774	R&B	R	4/23/2026	46.99		317185		
	I-082815	R&B	R	4/23/2026	25.19		317185		
	I-082863	R&B	R	4/23/2026	32.99		317185		
	I-083253	LANDFILL	R	4/23/2026	26.29		317185		
	I-083382	LANDFILL	R	4/23/2026	166.41		317185		411.33
0300		FLEETPRIDE							
	I-133652214	124600	R	4/23/2026	831.92		317186		831.92
5360		GALLS, LLC							
	I-034783372	4234797	R	4/23/2026	393.99		317187		393.99

VENDOR SET: 01 Desoto County
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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1391		GRAINGER INC							
	I-9876957573	851295683	R	4/23/2026	483.48		317188		483.48
6089		HD SUPPLY PSD							
	I-9247781918	18908916	R	4/23/2026	155.28		317189		155.28
1512		HILL MANUFACTURING CO INC							
	I-220038	2128917	R	4/23/2026	718.00		317190		718.00
3098		JOHNSON CONTROLS FIRE PROTECTI							
	I-53946180	292-36038156	R	4/23/2026	3,369.43		317191		3,369.43
1		Juan Maldonado							
	I-202512082267	CAT TRAP REFUND	R	4/23/2026	Reissue		317192		20.00
0462		KENT ADHESIVE PRODUCTS CO							
	I-1510698	17300	R	4/23/2026	1,492.07		317193		1,492.07
5432		MARLIN BUSINESS BANK							
	I-41895797-1800045	ACCT# 1800045	R	4/23/2026	743.37		317194		743.37
4895		NADIA DAUGHTREY, CLERK OF COUR							
	I-202604222878	RECORDING FEES	R	4/23/2026	44.00		317195		44.00
5006		O'REILLY AUTO PARTS							
	I-5069213305	2586233	R	4/23/2026	28.78		317196		
	I-5069213550	2192285	R	4/23/2026	13.36		317196		
	I-5069213581	2192285	R	4/23/2026	156.16		317196		
	I-5069213717	2192285	R	4/23/2026	8.59		317196		
	I-5069213718	2192285	R	4/23/2026	87.22		317196		294.11
4922		PETER DANAO- PETTY CASH							
	I-202604222882	REIMBURSEMENT	R	4/23/2026	100.00		317197		100.00
4922		PETER DANAO- PETTY CASH							
	I-202604222883	REIMBURSEMENT	R	4/23/2026	20.00		317198		20.00
3211		PIONEER MANUFACTURING							
	I-INV292109	DE7543	R	4/23/2026	199.20		317199		199.20
3051		QUALITY STARTER & ALT SER, INC							
	I-174963	PARKS	R	4/23/2026	169.95		317200		169.95

VENDOR SET: 01 Desoto County
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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4049		R & W DISTRIBUTORS, INC.							
	I-INV9010183152	RWDESCO	R	4/23/2026	150.52		317201		150.52
2970		RED E SERVICES, INC.							
	I-9242	LANDFILL	R	4/23/2026	2,183.84		317202		2,183.84
2950		SAFEGUARD SECURITY,INC							
	I-079700	1937	R	4/23/2026	2,240.00		317203		
	I-079701	1937	R	4/23/2026	82.50		317203		2,322.50
5203		SANDERS LABORATORIES, INC							
	I-89854	DESOTO PARKS & REC-DW	R	4/23/2026	50.00		317204		
	I-89855	DESOTO PARKS & REC-DW	R	4/23/2026	50.00		317204		100.00
0299		SARASOTA COUNTY BOARD OF CO. C							
	I-WC04202602	EIT ANNUAL SERVICES	R	4/23/2026	9,270.66		317205		9,270.66
0299		SARASOTA COUNTY BOARD OF CO. C							
	I-WC04202603	CONTRACTED SERVICES	R	4/23/2026	7,890.86		317206		7,890.86
2809		SHERWIN-WILLIAMS CO.							
	I-33959157760326	4202-4789-2	R	4/23/2026	19.78		317207		19.78
6372		SMARTSHEET INC.							
	I-INV2794259	14346220	R	4/23/2026	684.00		317208		684.00
1464		SUN STATE INT'L TRUCKS,LLC							
	I-R40003127301	10600	R	4/23/2026	7,776.24		317209		7,776.24
4315		UNITED HEALTHCARE							
	I-202604212875	MAY26 RETIREE HEALTH AARP Rx	R	4/23/2026	3,721.20		317210		3,721.20
4314		UNITED HEALTHCARE INSURANCE CO							
	I-202604212876	MAY26RETIREE HEALTH SUPPLEMENT	R	4/23/2026	8,748.87		317211		8,748.87
5879		USA BLUEBOOK							
	I-INV01023152	959717	R	4/23/2026	173.09		317212		
	I-INV01023355	959717	R	4/23/2026	1,581.70		317212		1,754.79
5025		VISION ACE HARDWARE, LLC							
	I-406393	920174	R	4/23/2026	647.94		317213		647.94
5026		VISION ACE HARDWARE, LLC							
	I-406464	920175	R	4/23/2026	19.98		317214		
	I-406563	920175	R	4/23/2026	37.98		317214		57.96

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 3/24/2026 THRU 4/27/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5027		VISION ACE HARDWARE, LLC							
	I-406494	920161	R	4/23/2026	24.98		317215		
	I-406508	920161	R	4/23/2026	5.37		317215		
	I-406539	920161	R	4/23/2026	17.78		317215		
	I-406544	920161	R	4/23/2026	37.56		317215		
	I-406587	920161	R	4/23/2026	81.56		317215		
	I-406607	920161	R	4/23/2026	25.98		317215		
	I-406612	920161	R	4/23/2026	4.76		317215		197.99
5028		VISION ACE HARDWARE, LLC							
	I-406479	920171	R	4/23/2026	80.33		317216		80.33
5030		VISION ACE HARDWARE, LLC.							
	I-406324	920165	R	4/23/2026	9.99		317217		
	I-406354	920165	R	4/23/2026	81.96		317217		
	I-406377	920165	R	4/23/2026	5.98		317217		97.93
5162		WATER BOY, INC							
	I-25135623	009447	R	4/23/2026	18.55		317218		18.55
4956		WORLD PETROLEUM CORP							
	I-99114	LANDFILL	R	4/23/2026	150.00		317219		150.00
1		ALL AMERICAN DREAM H							
	I-000202604212877	US REFUND	R	4/23/2026	73.38		317220		73.38

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	315			1,317,722.05	0.00	1,317,742.04
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	7			46,550.12	0.00	46,550.12
EFT:	101			2,688,942.22	0.00	2,688,942.22
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	2	VOID DEBITS	20.00			
		VOID CREDITS	20.01CR	0.01CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APBK TOTALS:	425	4,053,234.38	0.00	4,053,234.38
BANK: APBK TOTALS:	425	4,053,234.38	0.00	4,053,234.38

VENDOR SET: 01 Desoto County
BANK: FSA FLEXIBLE SPENDING ACCOUNT
DATE RANGE: 3/24/2026 THRU 4/27/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5838	WAGEWORKS, INC							
I-202604022817	MARCH 2026	D	3/31/2026	10,080.59		005133		10,080.59

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	1			10,080.59	0.00	10,080.59
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: FSA TOTALS:	1	10,080.59	0.00	10,080.59
BANK: FSA TOTALS:	1	10,080.59	0.00	10,080.59

VENDOR SET: 01 Desoto County
BANK: IHC INDIGENT HEALTH CARE TRUS
DATE RANGE: 3/24/2026 THRU 4/27/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0702	DESOTO MEMORIAL HOSPITAL							
I-202603252781	JAN 2026 INDGT HLT CARE TAX	E	3/25/2026	149,257.81		007405		149,257.81

* * 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			149,257.81	0.00	149,257.81
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	149,257.81	0.00	149,257.81
BANK: IHC TOTALS:	1	149,257.81	0.00	149,257.81

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 3/24/2026 THRU 4/27/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0006		VALIC RETIREMENT SERVICES							
	I-DC3202603252783	DEFERRED COMP/VALIC	D	3/27/2026	750.00		005134		750.00
1288		DESOTO CO BOCC PAYROLL ACCOUNT							
	I-001202603252783	PAYROLL REIMBURSEMENT	D	3/27/2026	51,539.47		005135		
	I-102202603252783	PAYROLL REIMBURSEMENT	D	3/27/2026	21,500.73		005135		
	I-105202603252783	PAYROLL REIMBURSEMENT	D	3/27/2026	5,632.11		005135		
	I-106202603252783	PAYROLL REIMBURSEMENT	D	3/27/2026	61,813.02		005135		
	I-134202603252783	PAYROLL REIMBRSEMENT	D	3/27/2026	2,651.13		005135		
	I-150202603252783	PAYROLL REIMBURSEMENT	D	3/27/2026	327.04		005135		
	I-190202603252783	PAYROLL REIMBURSEMENT	D	3/27/2026	568.96		005135		
	I-400202603252783	PAYROLL REIMBURSEMENT	D	3/27/2026	5,486.49		005135		
	I-410202603252783	PAYROLL REIMBURSEMENT	D	3/27/2026	8,728.04		005135		158,246.99
3125		EXPERTPAY							
	I-C08202603252783	REMIT ID#0150000117DR14	D	3/27/2026	48.23		005136		
	I-C55202603252783	CASE# 2013 DR 00069	D	3/27/2026	246.81		005136		
	I-C57202603252783	CASE# 2013 DR 00069	D	3/27/2026	5.25		005136		
	I-C76202603252783	CASE #142020DR000338	D	3/27/2026	43.10		005136		
	I-C83202603252783	#25180000130DR	D	3/27/2026	111.50		005136		
	I-C84202603252783	#58140005806CA	D	3/27/2026	64.96		005136		
	I-C85202603252783	#08240000906DR	D	3/27/2026	214.70		005136		
	I-C87202603252783	#35170000034DR	D	3/27/2026	84.58		005136		
	I-C89202603252783	52230005822FD	D	3/27/2026	122.65		005136		941.78
3756		NATIONWIDE RETIREMENT SOLUTION							
	I-DC2202603252783	DEFERRED COMP/NACO	D	3/27/2026	1,778.46		005137		1,778.46
4974		BOSTON MUTUAL LIFE INSURANCE C							
	I-LBA202603252783	EMPLOYEE PAID LIFE INS AFT TAX	D	3/27/2026	137.69		005138		137.69
0004		HARTFORD LIFE INSUR CO (EMPOWE							
	I-DC1202603252783	DEFERRED COMP/HARTFORD	D	3/31/2026	75.00		005139		75.00
0017		DEPARTMENT OF TREASURY							
	I-T1 202603252783	FEDERAL WITHHOLDING	D	3/31/2026	16,045.55		005140		
	I-T3 202603252783	FICA WITHHOLDING	D	3/31/2026	25,010.26		005140		
	I-T4 202603252783	MEDICARE WITHHOLDING	D	3/31/2026	5,849.10		005140		46,904.91
6307		US DEPARTMENT OF THE TREASURY							
	I-202604022818	US DEPARTMENT OF THE TREASURY	D	3/27/2026	98.55		005141		98.55
5419		DESOTO COUNTY FLEXIBLE SPENDIN							
	I-FSA202603052688	FLEX SPENDING ACCT DEDUCTIONS	D	4/01/2026	660.42		005142		
	I-FSA202603112726	FLEX SPENDING ACCT DEDUCTIONS	D	4/01/2026	660.42		005142		
	I-FSA202603202760	FLEX SPENDING ACCT DEDUCTIONS	D	4/01/2026	639.59		005142		
	I-FSA202603252783	FLEX SPENDING ACCT DEDUCTIONS	D	4/01/2026	629.17		005142		2,589.60

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 3/24/2026 THRU 4/27/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3756		NATIONWIDE RETIREMENT SOLUTION							
	I-NA1202603052688	ELECTED OFFICIALS/HI RTMT	D	4/02/2026	469.81		005143		
	I-NA1202603112726	ELECTED OFFICIALS/HI RTMT	D	4/02/2026	469.81		005143		
	I-NA1202603202760	ELECTED OFFICIALS/HI RTMT	D	4/02/2026	469.81		005143		
	I-NA1202603252783	ELECTED OFFICIALS/HI RTMT	D	4/02/2026	469.81		005143		
	I-NA3202603052688	SPECIAL RISK/UB NACO	D	4/02/2026	343.52		005143		
	I-NA3202603112726	SPECIAL RISK/UB NACO	D	4/02/2026	343.52		005143		
	I-NA3202603202760	SPECIAL RISK/UB NACO	D	4/02/2026	343.52		005143		
	I-NA3202603252783	SPECIAL RISK/UB NACO	D	4/02/2026	343.52		005143		3,253.32
0006		VALIC RETIREMENT SERVICES							
	I-DC3202604012807	DEFERRED COMP/VALIC	D	4/02/2026	750.00		005145		750.00
0017		DEPARTMENT OF TREASURY							
	I-T1 202604012807	FEDERAL WITHHOLDING	D	4/02/2026	15,869.68		005146		
	I-T3 202604012807	FICA WITHHOLDING	D	4/02/2026	24,764.08		005146		
	I-T4 202604012807	MEDICARE WITHHOLDING	D	4/02/2026	5,791.54		005146		46,425.30
1288		DESOTO CO BOCC PAYROLL ACCOUNT							
	I-001202604012807	PAYROLL REIMBURSEMENT	D	4/02/2026	52,358.85		005147		
	I-102202604012807	PAYROLL REIMBURSEMENT	D	4/02/2026	21,631.70		005147		
	I-105202604012807	PAYROLL REIMBURSEMENT	D	4/02/2026	5,594.83		005147		
	I-106202604012807	PAYROLL REIMBURSEMENT	D	4/02/2026	59,609.60		005147		
	I-134202604012807	PAYROLL REIMBRSEMENT	D	4/02/2026	2,651.14		005147		
	I-150202604012807	PAYROLL REIMBURSEMENT	D	4/02/2026	327.04		005147		
	I-190202604012807	PAYROLL REIMBURSEMENT	D	4/02/2026	568.96		005147		
	I-400202604012807	PAYROLL REIMBURSEMENT	D	4/02/2026	5,510.09		005147		
	I-410202604012807	PAYROLL REIMBURSEMENT	D	4/02/2026	8,475.97		005147		156,728.18
3125		EXPERTPAY							
	I-C08202604012807	REMIT ID#0150000117DR14	D	4/02/2026	48.23		005148		
	I-C55202604012807	CASE# 2013 DR 00069	D	4/02/2026	246.81		005148		
	I-C57202604012807	CASE# 2013 DR 00069	D	4/02/2026	5.25		005148		
	I-C76202604012807	CASE #142020DR000338	D	4/02/2026	43.10		005148		
	I-C83202604012807	#25180000130DR	D	4/02/2026	111.50		005148		
	I-C84202604012807	#58140005806CA	D	4/02/2026	64.96		005148		
	I-C85202604012807	#08240000906DR	D	4/02/2026	214.70		005148		
	I-C87202604012807	#35170000034DR	D	4/02/2026	84.58		005148		
	I-C89202604012807	52230005822FD	D	4/02/2026	122.65		005148		941.78
4974		BOSTON MUTUAL LIFE INSURANCE C							
	I-LBA202604012807	EMPLOYEE PAID LIFE INS AFT TAX	D	4/02/2026	137.69		005149		137.69

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 3/24/2026 THRU 4/27/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0004		HARTFORD LIFE INSUR CO (EMPOWE							
	I-DC1202604012807	DEFERRED COMP/HARTFORD	D	4/03/2026	75.00		005150		75.00
3756		NATIONWIDE RETIREMENT SOLUTION							
	I-DC2202604012807	DEFERRED COMP/NACO	D	4/06/2026	1,778.46		005151		1,778.46
6307		US DEPARTMENT OF THE TREASURY							
	I-202604092838	US DEPARTMENT OF THE TREASURY	D	4/02/2026	98.55		005152		98.55
6098		BLUE CROSS AND BLUE SHIELD OF							
	I-202604102840	BLUE CROSS AND BLUE SHIELD OF	D	4/01/2026	205,830.77		005153		
	I-UCB202603052688	DEPENDENT CHILD HEALTH PRE TAX	D	4/01/2026	1,051.10		005153		
	I-UCB202603112726	DEPENDENT CHILD HEALTH PRE TAX	D	4/01/2026	1,051.10		005153		
	I-UCB202603202760	DEPENDENT CHILD HEALTH PRE TAX	D	4/01/2026	1,051.10		005153		
	I-UCB202603252783	DEPENDENT CHILD HEALTH PRE TAX	D	4/01/2026	1,051.10		005153		
	I-UD1202603052688	SUBSIDIZED DEP CHILD HEALTH	D	4/01/2026	1,051.10		005153		
	I-UD1202603112726	SUBSIDIZED DEP CHILD HEALTH	D	4/01/2026	1,051.10		005153		
	I-UD1202603202760	SUBSIDIZED DEP CHILD HEALTH	D	4/01/2026	1,051.10		005153		
	I-UD1202603252783	SUBSIDIZED DEP CHILD HEALTH	D	4/01/2026	1,051.10		005153		
	I-UD2202603052688	SUBSIDIZED SP HEALTH	D	4/01/2026	1,507.80		005153		
	I-UD2202603112726	SUBSIDIZED SP HEALTH	D	4/01/2026	1,507.80		005153		
	I-UD2202603202760	SUBSIDIZED SP HEALTH	D	4/01/2026	1,507.80		005153		
	I-UD2202603252783	SUBSIDIZED SP HEALTH	D	4/01/2026	1,507.80		005153		
	I-UD3202603052688	SUBSIDIZED FAM HEALTH	D	4/01/2026	3,928.89		005153		
	I-UD3202603112726	SUBSIDIZED FAM HEALTH	D	4/01/2026	3,928.89		005153		
	I-UD3202603202760	SUBSIDIZED FAM HEALTH	D	4/01/2026	3,928.89		005153		
	I-UD3202603252783	SUBSIDIZED FAM HEALTH	D	4/01/2026	3,928.89		005153		
	I-UDC202603052688	SUBSIDIZED DEP HEALTH INS	D	4/01/2026	251.31		005153		
	I-UDC202603112726	SUBSIDIZED DEP HEALTH INS	D	4/01/2026	251.31		005153		
	I-UDC202603202760	SUBSIDIZED DEP HEALTH INS	D	4/01/2026	251.31		005153		
	I-UDC202603252783	SUBSIDIZED DEP HEALTH INS	D	4/01/2026	251.31		005153		
	I-UEE202603052688	COUNTY PAID EMP HEALTH INS	D	4/01/2026	41,819.16		005153		
	I-UEE202603112726	COUNTY PAID EMP HEALTH INS	D	4/01/2026	41,819.16		005153		
	I-UEE202603202760	COUNTY PAID EMP HEALTH INS	D	4/01/2026	41,819.16		005153		
	I-UEE202603252783	COUNTY PAID EMP HEALTH INS	D	4/01/2026	40,857.80		005153		
	I-UFB202603052688	FAMILY HLTH PRE TAX	D	4/01/2026	3,928.89		005153		
	I-UFB202603112726	FAMILY HLTH PRE TAX	D	4/01/2026	3,928.89		005153		
	I-UFB202603202760	FAMILY HLTH PRE TAX	D	4/01/2026	3,928.89		005153		
	I-UFB202603252783	FAMILY HLTH PRE TAX	D	4/01/2026	3,928.89		005153		
	I-USB202603052688	SPOUSE HLTH PRE TAX	D	4/01/2026	1,507.92		005153		
	I-USB202603112726	SPOUSE HLTH PRE TAX	D	4/01/2026	1,507.92		005153		
	I-USB202603202760	SPOUSE HLTH PRE TAX	D	4/01/2026	1,507.92		005153		
	I-USB202603252783	SPOUSE HLTH PRE TAX	D	4/01/2026	1,507.92		005153		425,054.09

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 3/24/2026 THRU 4/27/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6098		BLUE CROSS AND BLUE SHIELD OF							
	I-202604102841	BLUE CROSS AND BLUE SHIELD OF	D	4/01/2026	25,410.22		005154		25,410.22
0015		FLORIDA RETIREMENT SYSTEM							
	C-202604102842	FLORIDA RETIREMENT SYSTEM	D	4/03/2026	0.27CR		005155		
	I-202604102843	FLORIDA RETIREMENT SYSTEM	D	4/03/2026	0.54		005155		
	I-CA 202603052688	RENEWED INV PLAN/REG/CA	D	4/03/2026	405.36		005155		
	I-CA 202603112726	RENEWED INV PLAN/REG/CA	D	4/03/2026	413.93		005155		
	I-CA 202603202760	RENEWED INV PLAN/REG/CA	D	4/03/2026	431.07		005155		
	I-CA 202603252783	RENEWED INV PLAN/REG/CA	D	4/03/2026	405.36		005155		
	I-DP 202603052688	DROP/DP RETIREMENT	D	4/03/2026	2,114.97		005155		
	I-DP 202603112726	DROP/DP RETIREMENT	D	4/03/2026	2,057.26		005155		
	I-DP 202603202760	DROP/DP RETIREMENT	D	4/03/2026	2,002.58		005155		
	I-DP 202603252783	DROP/DP RETIREMENT	D	4/03/2026	2,177.08		005155		
	I-FRE202603052688	EMPLOYEE 3%	D	4/03/2026	5,958.94		005155		
	I-FRE202603112726	EMPLOYEE 3%	D	4/03/2026	6,353.30		005155		
	I-FRE202603202760	EMPLOYEE 3%	D	4/03/2026	5,934.22		005155		
	I-FRE202603252783	EMPLOYEE 3%	D	4/03/2026	5,772.62		005155		
	I-HA 202603052688	REGULAR CLASS/HA RETIREMENT	D	4/03/2026	8,724.91		005155		
	I-HA 202603112726	REGULAR CLASS/HA RETIREMENT	D	4/03/2026	10,038.58		005155		
	I-HA 202603202760	REGULAR CLASS/HA RETIREMENT	D	4/03/2026	8,124.19		005155		
	I-HA 202603252783	REGULAR CLASS/HA RETIREMENT	D	4/03/2026	7,917.79		005155		
	I-HB 202603052688	SPECIAL RISK/HB RETIREMENT	D	4/03/2026	23,557.36		005155		
	I-HB 202603112726	SPECIAL RISK/HB RETIREMENT	D	4/03/2026	24,226.19		005155		
	I-HB 202603202760	SPECIAL RISK/HB RETIREMENT	D	4/03/2026	23,386.26		005155		
	I-HB 202603252783	SPECIAL RISK/HB RETIREMENT	D	4/03/2026	23,207.35		005155		
	I-HI 202603052688	ELECT OFFIC/HI RETIREMENT	D	4/03/2026	469.81		005155		
	I-HI 202603112726	ELECT OFFIC/HI RETIREMENT	D	4/03/2026	469.81		005155		
	I-HI 202603202760	ELECT OFFIC/HI RETIREMENT	D	4/03/2026	469.81		005155		
	I-HI 202603252783	ELECT OFFIC/HI RETIREMENT	D	4/03/2026	469.81		005155		
	I-HM 202603052688	SR MGMT/HM RETIREMENT	D	4/03/2026	4,071.47		005155		
	I-HM 202603112726	SR MGMT/HM RETIREMENT	D	4/03/2026	4,071.46		005155		
	I-HM 202603202760	SR MGMT/HM RETIREMENT	D	4/03/2026	4,071.47		005155		
	I-HM 202603252783	SR MGMT/HM RETIREMENT	D	4/03/2026	4,071.47		005155		
	I-PA 202603052688	INVESTMENT REG/PA RETIREMENT	D	4/03/2026	5,422.36		005155		
	I-PA 202603112726	INVESTMENT REG/PA RETIREMENT	D	4/03/2026	5,435.40		005155		
	I-PA 202603202760	INVESTMENT REG/PA RETIREMENT	D	4/03/2026	5,549.27		005155		
	I-PA 202603252783	INVESTMENT REG/PA RETIREMENT	D	4/03/2026	5,417.73		005155		
	I-PB 202603052688	INVESTEMENT/SPECIAL RISK	D	4/03/2026	3,177.63		005155		
	I-PB 202603112726	INVESTEMENT/SPECIAL RISK	D	4/03/2026	3,785.88		005155		
	I-PB 202603202760	INVESTEMENT/SPECIAL RISK	D	4/03/2026	4,183.12		005155		
	I-PB 202603252783	INVESTEMENT/SPECIAL RISK	D	4/03/2026	3,378.25		005155		
	I-PI 202603052688	INVESTMENT/ELECTED OFFICIAL	D	4/03/2026	1,409.43		005155		
	I-PI 202603112726	INVESTMENT/ELECTED OFFICIAL	D	4/03/2026	1,409.43		005155		
	I-PI 202603202760	INVESTMENT/ELECTED OFFICIAL	D	4/03/2026	1,409.43		005155		
	I-PI 202603252783	INVESTMENT/ELECTED OFFICIAL	D	4/03/2026	1,409.43		005155		
	I-PM 202603052688	INVESTMENT/SENIOR MANAGEMENT	D	4/03/2026	1,076.89		005155		
	I-PM 202603112726	INVESTMENT/SENIOR MANAGEMENT	D	4/03/2026	1,076.90		005155		

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 3/24/2026 THRU 4/27/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-PM 202603202760	INVESTMENT/SENIOR MANAGEMENT	D	4/03/2026	1,076.90		005155		
	I-PM 202603252783	INVESTMENT/SENIOR MANAGEMENT	D	4/03/2026	1,076.89		005155		
	I-UA 202603052688	FRS RETIREE REEMPLOYED	D	4/03/2026	311.22		005155		
	I-UA 202603112726	FRS RETIREE REEMPLOYED	D	4/03/2026	323.22		005155		
	I-UA 202603202760	FRS RETIREE REEMPLOYED	D	4/03/2026	346.40		005155		
	I-UA 202603252783	FRS RETIREE REEMPLOYED	D	4/03/2026	295.17		005155		
	I-UB 202603052688	FRS RETIREE REEMPLOYED SPEC RS	D	4/03/2026	325.30		005155		
	I-UB 202603112726	FRS RETIREE REEMPLOYED SPEC RS	D	4/03/2026	325.30		005155		
	I-UB 202603202760	FRS RETIREE REEMPLOYED SPEC RS	D	4/03/2026	330.62		005155		
	I-UB 202603252783	FRS RETIREE REEMPLOYED SPEC RS	D	4/03/2026	399.81		005155		230,326.68
5398		UNITED WAY SUNCOAST, INC							
	I-UWY202603052688	UNITED WAY DEDUCTIONS	D	4/09/2026	6.00		005160		
	I-UWY202603112726	UNITED WAY DEDUCTIONS	D	4/09/2026	6.00		005160		
	I-UWY202603202760	UNITED WAY DEDUCTIONS	D	4/09/2026	6.00		005160		
	I-UWY202603252783	UNITED WAY DEDUCTIONS	D	4/09/2026	6.00		005160		24.00
0017		DEPARTMENT OF TREASURY							
	I-T1 202604072829	FEDERAL WITHHOLDING	D	4/10/2026	17,636.09		005161		
	I-T3 202604072829	FICA WITHHOLDING	D	4/10/2026	26,298.28		005161		
	I-T4 202604072829	MEDICARE WITHHOLDING	D	4/10/2026	6,150.34		005161		50,084.71
1288		DESOTO CO BOCC PAYROLL ACCOUNT							
	I-001202604072829	PAYROLL REIMBURSEMENT	D	4/10/2026	53,713.56		005162		
	I-102202604072829	PAYROLL REIMBURSEMENT	D	4/10/2026	21,518.40		005162		
	I-105202604072829	PAYROLL REIMBURSEMENT	D	4/10/2026	5,703.08		005162		
	I-106202604072829	PAYROLL REIMBURSEMENT	D	4/10/2026	67,417.47		005162		
	I-134202604072829	PAYROLL REIMBRSEMENT	D	4/10/2026	2,651.14		005162		
	I-150202604072829	PAYROLL REIMBURSEMENT	D	4/10/2026	327.05		005162		
	I-190202604072829	PAYROLL REIMBURSEMENT	D	4/10/2026	568.96		005162		
	I-400202604072829	PAYROLL REIMBURSEMENT	D	4/10/2026	5,728.72		005162		
	I-410202604072829	PAYROLL REIMBURSEMENT	D	4/10/2026	8,519.47		005162		166,147.85
3125		EXPERTPAY							
	I-C08202604072829	REMIT ID#0150000117DR14	D	4/10/2026	48.23		005163		
	I-C55202604072829	CASE# 2013 DR 00069	D	4/10/2026	246.81		005163		
	I-C57202604072829	CASE# 2013 DR 00069	D	4/10/2026	5.25		005163		
	I-C76202604072829	CASE #142020DR000338	D	4/10/2026	43.10		005163		
	I-C83202604072829	#25180000130DR	D	4/10/2026	111.50		005163		
	I-C84202604072829	#58140005806CA	D	4/10/2026	64.96		005163		
	I-C85202604072829	#08240000906DR	D	4/10/2026	214.70		005163		
	I-C87202604072829	#35170000034DR	D	4/10/2026	84.58		005163		
	I-C89202604072829	52230005822FD	D	4/10/2026	122.65		005163		941.78

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 3/24/2026 THRU 4/27/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3756		NATIONWIDE RETIREMENT SOLUTION							
	I-DC2202604072829	DEFERRED COMP/NACO	D	4/10/2026	1,778.46		005164		1,778.46
0006		VALIC RETIREMENT SERVICES							
	I-DC3202604072829	DEFERRED COMP/VALIC	D	4/14/2026	750.00		005165		750.00
4974		BOSTON MUTUAL LIFE INSURANCE C							
	I-LBA202604072829	EMPLOYEE PAID LIFE INS AFT TAX	D	4/14/2026	137.69		005166		137.69
0004		HARTFORD LIFE INSUR CO (EMPOWE							
	I-DC1202604072829	DEFERRED COMP/HARTFORD	D	4/13/2026	75.00		005167		75.00
6307		US DEPARTMENT OF THE TREASURY							
	I-202604152866	US DEPARTMENT OF THE TREASURY	D	4/10/2026	98.55		005168		98.55
0006		VALIC RETIREMENT SERVICES							
	I-DC3202604152867	DEFERRED COMP/VALIC	D	4/17/2026	700.00		005171		700.00
0017		DEPARTMENT OF TREASURY							
	I-T1 202604152867	FEDERAL WITHHOLDING	D	4/17/2026	15,409.13		005172		
	I-T3 202604152867	FICA WITHHOLDING	D	4/17/2026	24,506.94		005172		
	I-T4 202604152867	MEDICARE WITHHOLDING	D	4/17/2026	5,731.34		005172		45,647.41
1288		DESOTO CO BOCC PAYROLL ACCOUNT							
	I-001202604152867	PAYROLL REIMBURSEMENT	D	4/17/2026	51,526.66		005173		
	I-102202604152867	PAYROLL REIMBURSEMENT	D	4/17/2026	21,878.39		005173		
	I-105202604152867	PAYROLL REIMBURSEMENT	D	4/17/2026	5,594.83		005173		
	I-106202604152867	PAYROLL REIMBURSEMENT	D	4/17/2026	58,108.44		005173		
	I-134202604152867	PAYROLL REIMBRSEMENT	D	4/17/2026	2,651.14		005173		
	I-150202604152867	PAYROLL REIMBURSEMENT	D	4/17/2026	327.04		005173		
	I-190202604152867	PAYROLL REIMBURSEMENT	D	4/17/2026	568.97		005173		
	I-400202604152867	PAYROLL REIMBURSEMENT	D	4/17/2026	6,011.38		005173		
	I-410202604152867	PAYROLL REIMBURSEMENT	D	4/17/2026	8,454.20		005173		155,121.05
3125		EXPERTPAY							
	I-C08202604152867	REMIT ID#0150000117DR14	D	4/17/2026	48.23		005174		
	I-C55202604152867	CASE# 2013 DR 00069	D	4/17/2026	246.81		005174		
	I-C57202604152867	CASE# 2013 DR 00069	D	4/17/2026	5.25		005174		
	I-C76202604152867	CASE #142020DR000338	D	4/17/2026	43.10		005174		
	I-C83202604152867	#25180000130DR	D	4/17/2026	111.50		005174		
	I-C84202604152867	#58140005806CA	D	4/17/2026	64.96		005174		
	I-C85202604152867	#08240000906DR	D	4/17/2026	214.70		005174		
	I-C87202604152867	#35170000034DR	D	4/17/2026	84.58		005174		
	I-C89202604152867	52230005822FD	D	4/17/2026	122.65		005174		941.78

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 3/24/2026 THRU 4/27/2026

VENDOR	I.D.	NAME		STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3756		NATIONWIDE RETIREMENT SOLUTION								
	I-DC2202604152867	DEFERRED COMP/NACO		D	4/17/2026	1,778.46		005175		1,778.46
4974		BOSTON MUTUAL LIFE INSURANCE C								
	I-LBA202604152867	EMPLOYEE PAID LIFE INS AFT TAX		D	4/17/2026	137.69		005176		137.69
0004		HARTFORD LIFE INSUR CO (EMPOWE								
	I-DC1202604152867	DEFERRED COMP/HARTFORD		D	4/20/2026	75.00		005177		75.00
6307		US DEPARTMENT OF THE TREASURY								
	I-202604242886	US DEPARTMENT OF THE TREASURY		D	4/20/2026	98.55		005178		98.55
1		Juan Maldonado	UNPOST							
	M-CHECK	Juan Maldonado	UNPOST	V	4/21/2026			315921		20.00CR
5965		RICCO WASHBURN ESQ								
	I-G16202602252656	CASE #2018CC045		V	3/06/2026	100.00		316684		100.00
5965		RICCO WASHBURN ESQ								
	M-CHECK	RICCO WASHBURN ESQ	UNPOST	V	3/25/2026			316684		100.00CR
5965		RICCO WASHBURN ESQ								
	I-G16202603052688	CASE #2018CC045		V	3/19/2026	100.00		316881		100.00
5965		RICCO WASHBURN ESQ								
	M-CHECK	RICCO WASHBURN ESQ	UNPOST	V	4/10/2026			316881		100.00CR
6270		USABLE LIFE								
	I-202603262785	MARCH 2026		R	3/26/2026	259.43		316945		259.43
0010		AFLAC								
	C-202604022809	MARCH 2026		R	4/02/2026	0.92CR		316948		
	I-LF1202603052688	AFLAC PRETAX		R	4/02/2026	822.26		316948		
	I-LF1202603112726	AFLAC PRETAX		R	4/02/2026	822.26		316948		
	I-LF1202603202760	AFLAC PRETAX		R	4/02/2026	822.26		316948		
	I-LF1202603252783	AFLAC PRETAX		R	4/02/2026	822.26		316948		
	I-LF2202603052688	AFLAC AFTER TAX		R	4/02/2026	434.95		316948		
	I-LF2202603112726	AFLAC AFTER TAX		R	4/02/2026	434.95		316948		
	I-LF2202603202760	AFLAC AFTER TAX		R	4/02/2026	434.95		316948		
	I-LF2202603252783	AFLAC AFTER TAX		R	4/02/2026	434.95		316948		5,027.92
0011		COLONIAL SUPPLEMENTAL INS								
	I-LF4202603052688	E9599903		R	4/02/2026	4.38		316949		
	I-LF4202603112726	E9599903		R	4/02/2026	4.38		316949		
	I-LF4202603202760	E9599903		R	4/02/2026	4.38		316949		
	I-LF4202603252783	E9599903		R	4/02/2026	4.38		316949		17.52

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 3/24/2026 THRU 4/27/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6099		FLORIDA COMBINED LIFE							
	I-202604022815	APRIL 2026	R	4/02/2026	8,259.98		316950		
	I-DCH202603052688	DENTAL CHILD HIGH	R	4/02/2026	126.36		316950		
	I-DCH202603112726	DENTAL CHILD HIGH	R	4/02/2026	126.36		316950		
	I-DCH202603202760	DENTAL CHILD HIGH	R	4/02/2026	126.36		316950		
	I-DCH202603252783	DENTAL CHILD HIGH	R	4/02/2026	126.36		316950		
	I-DCL202603052688	DENTAL CHILD LOW	R	4/02/2026	99.72		316950		
	I-DCL202603112726	DENTAL CHILD LOW	R	4/02/2026	99.72		316950		
	I-DCL202603202760	DENTAL CHILD LOW	R	4/02/2026	99.72		316950		
	I-DCL202603252783	DENTAL CHILD LOW	R	4/02/2026	99.72		316950		
	I-DEH202603052688	DENTAL EMP HIGH	R	4/02/2026	538.89		316950		
	I-DEH202603112726	DENTAL EMP HIGH	R	4/02/2026	538.89		316950		
	I-DEH202603202760	DENTAL EMP HIGH	R	4/02/2026	538.89		316950		
	I-DEH202603252783	DENTAL EMP HIGH	R	4/02/2026	508.53		316950		
	I-DEL202603052688	DENTAL EMP LOW	R	4/02/2026	160.68		316950		
	I-DEL202603112726	DENTAL EMP LOW	R	4/02/2026	160.68		316950		
	I-DEL202603202760	DENTAL EMP LOW	R	4/02/2026	160.68		316950		
	I-DEL202603252783	DENTAL EMP LOW	R	4/02/2026	160.68		316950		
	I-DFH202603052688	DENTAL FAMILY HIGH	R	4/02/2026	553.66		316950		
	I-DFH202603112726	DENTAL FAMILY HIGH	R	4/02/2026	553.66		316950		
	I-DFH202603202760	DENTAL FAMILY HIGH	R	4/02/2026	553.66		316950		
	I-DFH202603252783	DENTAL FAMILY HIGH	R	4/02/2026	553.66		316950		
	I-DFL202603052688	DENTAL FAM LOW	R	4/02/2026	92.72		316950		
	I-DFL202603112726	DENTAL FAM LOW	R	4/02/2026	92.72		316950		
	I-DFL202603202760	DENTAL FAM LOW	R	4/02/2026	92.72		316950		
	I-DFL202603252783	DENTAL FAM LOW	R	4/02/2026	92.72		316950		
	I-DSH202603052688	DENTAL SPOUSE HIGH	R	4/02/2026	250.88		316950		
	I-DSH202603112726	DENTAL SPOUSE HIGH	R	4/02/2026	250.88		316950		
	I-DSH202603202760	DENTAL SPOUSE HIGH	R	4/02/2026	250.88		316950		
	I-DSH202603252783	DENTAL SPOUSE HIGH	R	4/02/2026	250.88		316950		
	I-DSL202603052688	DENTAL SPOUSE LOW	R	4/02/2026	51.12		316950		
	I-DSL202603112726	DENTAL SPOUSE LOW	R	4/02/2026	51.12		316950		
	I-DSL202603202760	DENTAL SPOUSE LOW	R	4/02/2026	51.12		316950		
	I-DSL202603252783	DENTAL SPOUSE LOW	R	4/02/2026	51.12		316950		15,725.74
0009		LEGALSHIELD							
	C-202604022810	MARCH 2026	R	4/02/2026	0.12CR		316953		
	I-LEG202603052688	PREPAID LEGAL	R	4/02/2026	47.38		316953		
	I-LEG202603112726	PREPAID LEGAL	R	4/02/2026	47.38		316953		
	I-LEG202603202760	PREPAID LEGAL	R	4/02/2026	47.38		316953		
	I-LEG202603252783	PREPAID LEGAL	R	4/02/2026	47.38		316953		189.40
0012		LIBERTY NATIONAL							
	I-202604022811	MARCH 2026	R	4/02/2026	18.39		316954		
	I-LF5202602042570	LIBERTY NATIONAL/BEFORE TAX	R	4/02/2026	631.61		316954		
	I-LF5202602112610	LIBERTY NATIONAL/BEFORE TAX	R	4/02/2026	595.04		316954		
	I-LF5202602192632	LIBERTY NATIONAL/BEFORE TAX	R	4/02/2026	558.47		316954		
	I-LF5202602252656	LIBERTY NATIONAL/BEFORE TAX	R	4/02/2026	595.04		316954		

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 3/24/2026 THRU 4/27/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-LF6202602042570	LIBERTY NATIONAL/AFTER TAX	R	4/02/2026	239.33		316954		
	I-LF6202602112610	LIBERTY NATIONAL/AFTER TAX	R	4/02/2026	232.43		316954		
	I-LF6202602192632	LIBERTY NATIONAL/AFTER TAX	R	4/02/2026	225.53		316954		
	I-LF6202602252656	LIBERTY NATIONAL/AFTER TAX	R	4/02/2026	232.43		316954		3,328.27
5130		PETTY CASH							
	I-COK202603052688	COKE FUND DEDUCTIONS	R	4/02/2026	149.00		316955		
	I-COK202603112726	COKE FUND DEDUCTIONS	R	4/02/2026	149.00		316955		
	I-COK202603202760	COKE FUND DEDUCTIONS	R	4/02/2026	152.00		316955		
	I-COK202603252783	COKE FUND DEDUCTIONS	R	4/02/2026	152.00		316955		602.00
6270		USABLE LIFE							
	I-202604022808	MARCH 2026	R	4/02/2026	458.95		316956		
	I-L11202602042570	EMPLOYEE PAID LIFE INS AFT TAX	R	4/02/2026	827.56		316956		
	I-L11202602112610	EMPLOYEE PAID LIFE INS AFT TAX	R	4/02/2026	816.31		316956		
	I-L11202602192632	EMPLOYEE PAID LIFE INS AFT TAX	R	4/02/2026	736.06		316956		
	I-L11202602252656	EMPLOYEE PAID LIFE INS AFT TAX	R	4/02/2026	787.31		316956		
	I-LSI202602042570	COUNTY PAID LIFE INSURANCE	R	4/02/2026	636.58		316956		
	I-LSI202602112610	COUNTY PAID LIFE INSURANCE	R	4/02/2026	634.89		316956		
	I-LSI202602192632	COUNTY PAID LIFE INSURANCE	R	4/02/2026	630.48		316956		
	I-LSI202602252656	COUNTY PAID LIFE INSURANCE	R	4/02/2026	625.35		316956		6,153.49
4983		WASHINGTON NATIONAL INS CO							
	C-202604022816	MARCH 2026	R	4/02/2026	0.20CR		316957		
	I-LF8202603052688	WASHINGTON NATIONAL INSURANCE	R	4/02/2026	618.62		316957		
	I-LF8202603112726	WASHINGTON NATIONAL INSURANCE	R	4/02/2026	618.62		316957		
	I-LF8202603202760	WASHINGTON NATIONAL INSURANCE	R	4/02/2026	618.62		316957		
	I-LF8202603252783	WASHINGTON NATIONAL INSURANCE	R	4/02/2026	618.62		316957		2,474.28
0012		LIBERTY NATIONAL							
	C-202604022812	APRIL 2026	R	4/02/2026	289.29CR		316958		
	I-LF5202603052688	LIBERTY NATIONAL/BEFORE TAX	R	4/02/2026	708.71		316958		
	I-LF5202603112726	LIBERTY NATIONAL/BEFORE TAX	R	4/02/2026	595.04		316958		
	I-LF5202603202760	LIBERTY NATIONAL/BEFORE TAX	R	4/02/2026	595.04		316958		
	I-LF5202603252783	LIBERTY NATIONAL/BEFORE TAX	R	4/02/2026	595.04		316958		
	I-LF6202603052688	LIBERTY NATIONAL/AFTER TAX	R	4/02/2026	426.44		316958		
	I-LF6202603112726	LIBERTY NATIONAL/AFTER TAX	R	4/02/2026	232.43		316958		
	I-LF6202603202760	LIBERTY NATIONAL/AFTER TAX	R	4/02/2026	232.43		316958		
	I-LF6202603252783	LIBERTY NATIONAL/AFTER TAX	R	4/02/2026	232.43		316958		3,328.27
6270		USABLE LIFE							
	I-202604022813	APRIL 20226	R	4/02/2026	248.57		316959		248.57

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 3/24/2026 THRU 4/27/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6270		USABLE LIFE							
	I-202604022814	APRIL 2026	R	4/02/2026	6.37		316960		
	I-L11202603052688	EMPLOYEE PAID LIFE INS AFT TAX	R	4/02/2026	799.81		316960		
	I-L11202603112726	EMPLOYEE PAID LIFE INS AFT TAX	R	4/02/2026	799.81		316960		
	I-L11202603202760	EMPLOYEE PAID LIFE INS AFT TAX	R	4/02/2026	801.31		316960		
	I-L11202603252783	EMPLOYEE PAID LIFE INS AFT TAX	R	4/02/2026	800.31		316960		
	I-LSI202603052688	COUNTY PAID LIFE INSURANCE	R	4/02/2026	626.36		316960		
	I-LSI202603112726	COUNTY PAID LIFE INSURANCE	R	4/02/2026	626.36		316960		
	I-LSI202603202760	COUNTY PAID LIFE INSURANCE	R	4/02/2026	627.56		316960		
	I-LSI202603252783	COUNTY PAID LIFE INSURANCE	R	4/02/2026	619.44		316960		5,707.33
4873		FIDELITY SECURITY LIFE INSURAN							
	C-202604142863	APRIL 2026 VISION	R	4/16/2026	1.54CR		317106		
	I-ECB202603052688	VISION EMP CHILD BEFORE TAX	R	4/16/2026	23.50		317106		
	I-ECB202603112726	VISION EMP CHILD BEFORE TAX	R	4/16/2026	23.50		317106		
	I-ECB202603202760	VISION EMP CHILD BEFORE TAX	R	4/16/2026	23.50		317106		
	I-ECB202603252783	VISION EMP CHILD BEFORE TAX	R	4/16/2026	23.50		317106		
	I-EEB202603052688	VISION EE BEFORE TAX	R	4/16/2026	87.32		317106		
	I-EEB202603112726	VISION EE BEFORE TAX	R	4/16/2026	87.32		317106		
	I-EEB202603202760	VISION EE BEFORE TAX	R	4/16/2026	83.78		317106		
	I-EEB202603252783	VISION EE BEFORE TAX	R	4/16/2026	81.42		317106		
	I-EFB202603052688	VISION EMP FAMILY BEFORE TAX	R	4/16/2026	79.35		317106		
	I-EFB202603112726	VISION EMP FAMILY BEFORE TAX	R	4/16/2026	79.35		317106		
	I-EFB202603202760	VISION EMP FAMILY BEFORE TAX	R	4/16/2026	79.35		317106		
	I-EFB202603252783	VISION EMP FAMILY BEFORE TAX	R	4/16/2026	79.35		317106		
	I-ESB202603052688	VISION EMP SPOUSE BEFORE TAX	R	4/16/2026	24.53		317106		
	I-ESB202603112726	VISION EMP SPOUSE BEFORE TAX	R	4/16/2026	24.53		317106		
	I-ESB202603202760	VISION EMP SPOUSE BEFORE TAX	R	4/16/2026	24.53		317106		
	I-ESB202603252783	VISION EMP SPOUSE BEFORE TAX	R	4/16/2026	24.53		317106		847.82
4873		FIDELITY SECURITY LIFE INSURAN							
	I-202604142862	APRIL 2026 VISION	R	4/16/2026	158.44		317108		158.44

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	14		44,068.48	0.00	44,068.48
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	38		1,527,040.23	0.00	1,527,040.23
EFT:	0		0.00	0.00	0.00
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	3	VOID DEBITS 0.00			
		VOID CREDITS 220.00CR	220.00CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: PYBK TOTALS:	55	1,571,088.71	0.00	1,571,108.71
BANK: PYBK TOTALS:	55	1,571,088.71	0.00	1,571,108.71

VENDOR SET: 01 Desoto County
BANK: SHIP LOCAL HOUSING/ SHIP ACCT
DATE RANGE: 3/24/2026 THRU 4/27/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3064		WHITE SANDS CONSTRUCTION, INC							
	I-409	MEDINA - CHANGE ORDER	R	3/26/2026	2,284.00		001820		2,284.00
3064		WHITE SANDS CONSTRUCTION, INC							
	I-410	MEDINA - REBUILD	R	3/26/2026	38,000.00		001821		38,000.00
4899		NADIA DAUGHTREY, CLERK OF COUR							
	I-202604012806	RECORDING FEES	R	4/02/2026	20.00		001822		20.00
3203		RD WELCH COMPANY							
	I-2515410	BLANKET CAMPBELL - REECE	E	3/27/2026	10,194.86		007427		
	I-2515450	A/C CHANGE ORDER - CAMPBELL	E	3/27/2026	2,000.00		007427		12,194.86

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	3			40,304.00	0.00	40,304.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	1			12,194.86	0.00	12,194.86
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: SHIP TOTALS:	4	52,498.86	0.00	52,498.86
BANK: SHIP TOTALS:	4	52,498.86	0.00	52,498.86

VENDOR SET: 01 Desoto County
BANK: U-CAP UTILITIES CAPITAL-CONSOL
DATE RANGE: 3/24/2026 THRU 4/27/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2643		KIMLEY-HORN & ASSOCIATES, INC.							
	I-0484390200326	048439020	R	4/09/2026	5,000.00		000555		5,000.00
2643		KIMLEY-HORN & ASSOCIATES, INC.							
	I-35291933	048439022.1	R	4/09/2026	8,300.00		000556		8,300.00
2643		KIMLEY-HORN & ASSOCIATES, INC.							
	I-35167675	048439022.1	R	4/23/2026	5,000.00		000557		5,000.00
4236		THE WEILER ENGINEERING CORPOR							
	I-3712	24052.008	E	4/10/2026	1,351.60		007470		1,351.60

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	3			18,300.00	0.00	18,300.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	1			1,351.60	0.00	1,351.60
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: U-CAP TOTALS:	4	19,651.60	0.00	19,651.60
BANK: U-CAP TOTALS:	4	19,651.60	0.00	19,651.60
REPORT TOTALS:	490	5,855,811.95	0.00	5,855,831.95

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 3/24/2026 THRU 4/27/2026
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

5/12/2026

Item #: 13.

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

DEPARTMENT: Administration
SUBMITTED BY: **Brian Wagner**
PRESENTED BY: **Brian Wagner**

TITLE & DESCRIPTION:
Resolution/Budget Amendment Fiscal Year 2025/2026

REQUESTED MOTION:
To adopt a Resolution relating to the attached budget amendments affecting the 2025/2026 adopted budget.

SUMMARY:
The Resolution will approve the additions, corrections and redistribution of the 2025/2026 budget.

BACKGROUND:
Budget Amendments are an ongoing process throughout the fiscal year that more clearly defines the actual revenues and expenses.

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

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2026- ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AMENDING AND SUPPLEMENTING THE BUDGET FOR FISCAL YEAR 2025/2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Desoto County, Florida ("the Board") adopted an annual budget for Fiscal Year 2025/2026 as required by Florida law; and

WHEREAS, since its adoption, the Board has examined the adopted budget for Fiscal Year 2025/2026 and finds that amendments and supplements to the budget are necessary; and

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

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

Section 2. That the adopted budget for Fiscal Year 2025/2026 is hereby amended and supplemented as provided in Budget Amendment 2026-89, 2026-90, 2026-91 and 2026-94.

Section 3. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 12th day of May 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

_____
Mandy Hines
County Administrator

By: _____
Steve Hickox
Chairman

Approved as to form and legal sufficiency:

_____
Valerie Vicente
County Attorney

2025/2026 Budget Amendments Packet 14
May 12, 2026

Attachment		Revenue Sources				Expenses Account Description	
	General Fund	Funds From:	Fund	B.A.		Funds Disbursed For:	
	$ -				$ -		
	Special Revenue	Funds From:	Fund	B.A.		Funds Disbursed For:	
2	2,000.00	Reserves	190	89	2,000.00	Office Supplies	
5	1,000.00	Reserves	106	94	1,000.00	Miscellaneous Expenses	
	$ 3,000.00				$ 3,000.00		
	Capital Construction Funds	Funds From:	Fund	B.A.		Funds Disbursed For:	
3	8,000,000.00	Deep Well-CDBG-DR	413	90	8,000,000.00	Construction-CDBG-DR	
4	113,464.00	Water Capital Fees	412	91	113,464.00	Contingency	
4	239,853.00	Wastewater Capital Fees	413	91	239,853.00	Contingency	
	$ 8,353,317.00				$ 8,353,317.00		
	Enterprise Funds	Funds From:	Fund	B.A.		Funds Disbursed For:	
	$ -				$ -		
	Agency Funds	Funds From:	Fund	B.A.		Funds Disbursed For:	
	$ -				$ -		
	$ 8,356,317.00	Total Debits			$ 8,356,317.00	Total Credits	

Department	Attachment	Amendment	Description
Article V- Clerk of Courts	2	89	Request by Clerk of Courts to increase Article V budget based on the increased copy volume expense.
Utilities Capital Wastewater	3	90	Budget CDBG-DR Deep Well Grant Funds.
Utilities Capital Water & Wastewater	4	91	Recognize Capital Water and Wastewater fees.
Public Safety	5	94	Transfer funds from PSD volunteers reserves for increased expenses per Volunteer Chief Backer.

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	**Article V- Clerk of Courts**		Date	5/12/2026	Amendment #	**2026-89**

Account #	Account Description	CURRENT Budget	**DEBIT**	**CREDIT**	**REVISED** Budget Amt	Explanation for Request
19023066045100000	Office Supplies	1,200.00	2,000.00		3,200.00	Request by Clerk of Courts to increase Article V budget
19024106019900000	Reserves	558,837.00		2,000.00	556,837.00	based on the increased copy volume expense.
	Column TOTALS		2,000.00	2,000.00		$ -

APPROVALS

Board Chairman _____ Date: 5/12/2026

County Administrator _____ Date: 5/12/2026

Finance Director _____ Date: 5/12/2026

Budget Coordinator _____ Date: 5/12/2026

Entered By _____ Date: 5/12/2026

ATTACHMENT 2

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	Utilities Capital Wastewater		Date	5/12/2026	Amendment #	2026-90

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
41371085356304000	Construction-CDBG-DR	-	8,000,000.00		8,000,000.00	Budget CDBG-DR Deep Well Grant Funds.
41300003313500010	Deep Well-CDBG DR	-		8,000,000.00	8,000,000.00	
	Column TOTALS		8,000,000.00	8,000,000.00		$ -

APPROVALS

Board Chairman _____ Date: 5/12/2026

County Administrator _____ Date: 5/12/2026

Finance Director _____ Date: 5/12/2026

Budget Coordinator _____ Date: 5/12/2026

Entered By _____ Date: 5/12/2026

ATTACHMENT 3

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	Utilities Capital Water & Wastewater	Date	5/12/2026	Amendment #	2026-91

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
41271025339900000	Contingency	4,590,881.00	113,464.00		4,704,345.00	Recognize Capital Water and Wastewater fees.
41200003242100000	Water Capital Fees	4,364.00		113,464.00	117,828.00	
41370925359900000	Contingency	0.50	239,853.00		239,853.50	
41300003242100000	Wastewater Capital Fees	823,025.00		239,853.00	1,062,878.00	
	Column TOTALS		353,317.00	353,317.00		$ -

APPROVALS

Board Chairman _____ Date: 5/12/2026

County Administrator _____ Date: 5/12/2026

Finance Director _____ Date: 5/12/2026

Budget Coordinator _____ Date: 5/12/2026

Entered By _____ Date: 5/12/2026

ATTACHMENT 4

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	Public Safety		Date	5/12/2026	Amendment #	2026-94

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
10676055224900000	Miscellaneous Expenses	6,000.00	1,000.00		7,000.00	Transfer funds from PSD volunteer reserves for increased
10676055229900000	Volunteer Reserves	6,344.00		1,000.00	5,344.00	expenses per Volunteer Chief Backer.
	Column TOTALS		1,000.00	1,000.00		$ -

APPROVALS

Board Chairman _____ Date: 5/12/2026

County Administrator _____ Date: 5/12/2026

Finance Director _____ Date: 5/12/2026

Budget Coordinator _____ Date: 5/12/2026

Entered By _____ Date: 5/12/2026

ATTACHMENT 5

DeSoto County

5/12/2026

Item #: 14.

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

DEPARTMENT: Administration
SUBMITTED BY: **Cindy Talamantez**
PRESENTED BY: **Valerie Vicente**

TITLE & DESCRIPTION:
First Amendment/Renewal for County Attorney Services

REQUESTED MOTION:
To approve the First Amendment to the Agreement for County Attorney Services between DeSoto County and Nabors, Giblin & Nickerson, P.A. ("NGN").

SUMMARY:
First Amendment/Renewal for County Attorney Services

BACKGROUND:
On October 22, 2024, the Board approved an Agreement for County Attorney Services with NGN, effective November 1, 2024, for an initial one-year term, with the ability to extend the Agreement upon mutual written agreement of the parties. The Agreement provides for NGN to serve as County Attorney and provide legal services to the County, including legal counsel to the Board of County Commissioners, County Administration, County departments, and related litigation and special legal services as authorized under the Agreement.

The proposed First Amendment extends the Agreement for an additional one-year term and revises Section 4.1 to provide for automatic annual renewals thereafter under the same terms and conditions unless earlier terminated in accordance with the Agreement.

The amendment is intended to streamline future renewals and ensure continuity and stability in the County's legal representation while preserving the County's existing contractual right to terminate the Agreement for convenience upon written notice, as set forth in the Agreement.

FUNDS:

Budget Amount: **No Monetary Value**
Actual Agenda Item Cost: **No Monetary Value**
Account Number: **No Monetary Value**
Explanation: **Hourly rates outlined for services provided**

FIRST AMENDMENT TO THE AGREEMENT FOR COUNTY ATTORNEY SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT FOR COUNTY ATTORNEY SERVICES is made this _____ day of _____, 2026, between **DESOTO COUNTY, FLORIDA**, a Political Subdivision of the State of Florida hereinafter referred to as ("COUNTY") and **NABORS, GIBLIN & NICKERSON, P.A.** ("NGN").

WHEREAS, on October 22, 2024, the COUNTY entered into a contract with NGN for the provision of County Attorney services (the "Agreement") with an effective date of November 1, 2024; and

WHEREAS, pursuant to Section 4.1 of the Agreement, the term of the contract would be effective for an initial term of one (1) year, and could be extended upon mutual written agreement of the parties for four (4) additional one (1) year terms, or any other extension agreed to by the parties in writing; and

WHEREAS, pursuant to the aforementioned terms of the Agreement, the COUNTY and NGN wish to extend the term of the agreement for an additional year, and further revise Section 4.1 of the Agreement to hereinafter provide that the Agreement shall renew automatically unless terminated earlier in accordance with the Agreement; and

WHEREAS, the COUNTY, being satisfied with the services of NGN, wishes to renew and amend the Agreement with NGN as more particularly set forth herein.

NOW THEREFORE, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, it is agreed 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. EFFECTIVE DATE. This First Amendment to the Agreement is effective retroactive to October 31, 2025.

SECTION 3. AMENDING SECTION 4.1. Section 4.1 of the Agreement shall be deleted in its entirety and replaced with the following language:

4.1 The term of this Agreement shall be from November 1, 2024, through October 31, 2025. Thereafter, this Agreement shall automatically renew for successive one (1) year renewal terms on the same terms and conditions, unless terminated earlier pursuant to the provisions of this Agreement.

SECTION 4. Except as specifically provided for herein, all other provisions of the original Agreement, dated October 22, 2024, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement as of the _____ of _____ 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

By: _____
Mandy J. Hines
County Administrator

By: _____
Steve Hickox
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

_____
Valerie Vicente
County Attorney

Date: _____

NABORS GIBLIN & NICKERSON, P.A.

By: _____

Printed Name: _____

Title: _____

DeSoto County

5/12/2026

Item #: 15.

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

DEPARTMENT: Utilities
SUBMITTED BY: **Jeannine Tatum**
PRESENTED BY: **Greg Harris**

TITLE & DESCRIPTION:
2026 Bulk Water Rate Calculation Study

REQUESTED MOTION:
To accept the FY 26 Bulk Water Rate Calculation Study

SUMMARY:
Stantec Consulting Service was commissioned by Desto County to develop a cost model to be used to determine the County's cost of providing wholesale/bulk water service for Desoto County Utilities.

BACKGROUND:
Currently, the County does not have such bulk water customers nor a bulk water unitary rate. Stantec was tasked with the calculation of the bulk water unitary rate. This task's scope of services includes the development of a detailed cost service model to be used to determine the County's cost of providing wholesale/bulk water service. Based upon the results of the cost-of-service analysis, Stantec developed alternative wholesale/bulk rates pursuant to existing water supply agreements and other market conditions. This memorandum presents an overview of the results of the Fiscal Year (FY) 2026 Bulk Water Rate Calculation Study conducted on behalf of the water and sewer systems of Desoto County, Florida.

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.

Reference: FY 26 Bulk Water Rate Calculation

To:	Jeannine Tatum DeSoto County, FL	From:	Peter Napoli Patrick Luce Katey Greer Tampa, FL
Project/File:	FY 26 Bulk Water Rate Calculation	Date:	March 24, 2026

Reference: FY 26 Bulk Water Rate Calculation

1 Introduction

This Memorandum presents an overview of the results of the Fiscal Year (FY) 2026 Bulk Water Rate Calculation Study (Study) conducted on behalf of the water and sewer systems of DeSoto County, FL (hereafter also referred to as "the County") by Stantec Consulting Services Inc. (Stantec).

The principal objectives or components of the Study were as follows:

Cost of Service Analysis – Determine the appropriate distribution of DeSoto County water system costs to the bulk customer class based upon estimated FY 25 system billed flow to establish a unitary bulk rate.

DeSoto County can provide water on a bulk basis to certain customers in its service area. Bulk customers are generally distinguished from retail customers by the terms of service – such as interruptible service, low pressure service, or "take or pay" arrangements – or by the magnitude of the volumes provided. To be eligible for a bulk rate, the bulk customer must enter a bulk utility supply contract with the County. The bulk rate must be the County's cost to obtain the water service being requested by the potential bulk customer[1].

Currently, the County does not have such bulk rate water customers nor a bulk water unitary rate. Stantec was tasked with the calculation of the bulk water unitary rate. The calculation follows the general methodology given in **Figure 1-1** below.

[1] Article II, Division 1, Sec. 12-19 (I) of DeSoto County Code of Ordinances

Reference: **FY 26 Bulk Water Rate Calculation**

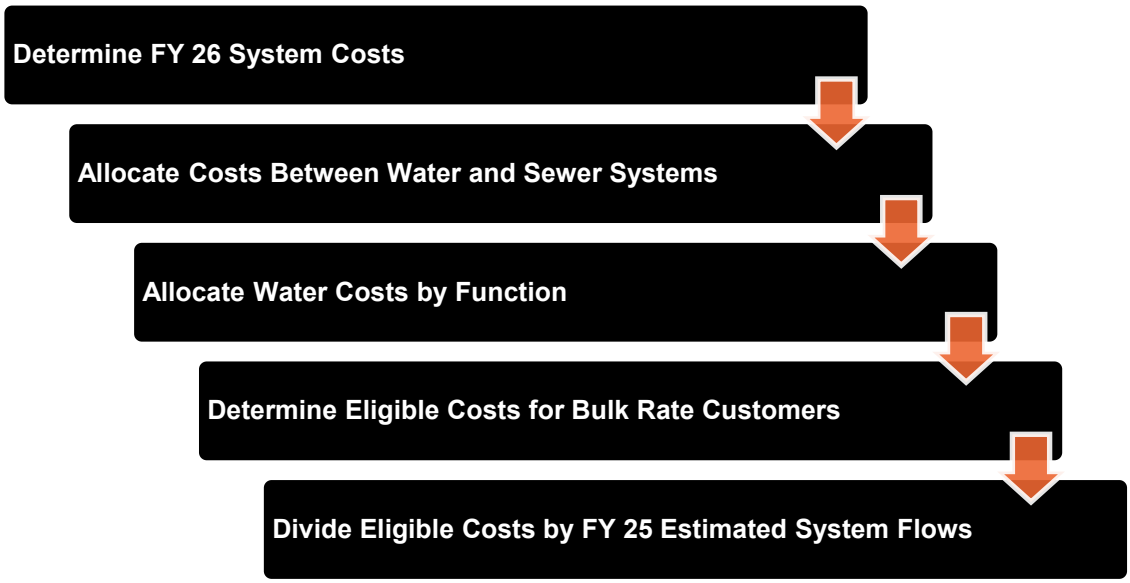


Figure 1-1 Methodology for Determining Bulk Water Rates

2 Bulk Water Rate Calculation

The following sections describe the methodology and results of the bulk water rate calculation.

2.1 Total System Costs

This section discusses the total FY 26 budgeted system expenditures and obligations. The total system obligations included in the bulk water rate calculation are $7,138,895. The total obligation comprises of three categories:

1. Budgeted Expenditures - $4,837,912,
2. Capital Improvement Program (CIP) Expenditures - $1,864,300, and
3. Existing Debt Service Payments - $436,683.

The following sections discuss the details of each of the expenditure categories.

Budgeted Expenditures

The FY 26 budgeted expenditures were provided to Stantec by the County. A summary of the expenditures by category is presented in Table 2-1. Minor capital outlay, reserves for contingencies, depreciation, and transfers were excluded from the calculation.

Table 2-1 FY 26 Utility System Budget by Category

FY 26 Budgeted Expense Category	Amount (in 2026 dollars)
Personal Services	$1,285,297
Operations & Maintenance (O&M) Costs	$2,828,765
R & R Projects	$723,850
Total	**$4,837,912**

Capital Improvement Program Costs

The Table 2-2 below presents the County's annual budgeted Capital Improvement Program (CIP) costs presented in dollars of which the year they are presented. An annual inflation index of 3 percent is assumed after FY 26. Any capital projects identified to have external funding outside of the utility system's rate revenues have been excluded from the calculation.

Table 2-2 Utility CIP Costs by Year

CIP Category	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Utilities Administration	$55,000	$66,950	$37,132	$81,955	$50,648
DCI Water Treatment Plant[2]	$215,000	$56,650	$58,350	$27,318	$180,081
North Booster Station Upgrades	$53,000	$56,650	$37,132	$38,245	$39,393
Water Meter Replacement	$150,000	$154,500	$159,135	$163,909	$168,826
Water Utility Equipment[2]	$15,000	$56,135	$26,523	$30,050	$33,765
SCADA – Lift Stations[2]	$20,000	$25,750	$31,827	$35,514	$39,393
Wastewater Lift Station Rehab	$ 459,000	$200,850	$100,786	$103,809	$106,923
Wastewater Other	$ -	$103,00	$ -	$ -	$ -
Wastewater Utility Equipment	$230,000	$103,000	$74,263	$ -	$90,041
Wastewater Capital (413)	$4,350,000	$1,236,000	$ -	$ -	$ -
Total	**$5,547,000**	**$2,059,485**	**$525,146**	**$480,800**	**$709,071**
Average	*$1,864,300*	*$1,864,300*	*$1,864,300*	*$1,864,300*	*$1,864,300*

The CIP costs fluctuate across the projection. Thus, the average annual CIP of $1.9 million is used as the FY 26 CIP cost requirement.

Existing Debt Service

The County currently has two existing debt service obligations.

- **Seacoast Refunding Bond** – The bonds were issues for the refinancing of the Water/Wastewater USDA Bonds for acquisition of pipeline. The issue date was October 29, 2021, for an amount of $6,256,573. The remaining outstanding amount as of September 30, 2024, is $5,397,691. The current total annual debt service payment is $435,682. The maturity date is June 1, 2038.
- **DEP SRF Loan** – This loan was established for the financing of construction of the Wastewater pipeline for DeSoto County. The issue date was February 14, 2005 for an amount of $2,845,788. The remaining outstanding amount as of September 30, 2024, is $1,263,343. The current total annual debt service payment is $137,915. The maturity date is February 14, 2035.

Because the SRF loan finances projects identified as wastewater, this debt service payment was excluded from the calculation of bulk water rates.

2.2 Allocate Costs Between Water and Sewer

The table below presents the allocation factors between water and sewer systems.

[2] Eligible to be included in the Bulk Rate Calculation.

Table 2-3 System Costs Allocation Factors

Basis/Factor	Description	Water Factor	Sewer Factor
Water	Direct allocation to Water	1.00	-
Wastewater	Direct allocation to Wastewater	-	1.00
CIP - 5 YR	Water eligible share of all CIP costs.	0.11	0.89
Debt Service	Share of water eligible costs	0.13	0.87
Indirect	Module-specific weighted average calc.	0.42	0.58
N/A	Cost center is not applicable to module	-	-

The allocation of the water bulk rate eligible CIP costs is determined by the average applicable water CIP projects (identified with Footnote 2 in Table 2-2) divided by the average total annual CIP for the utility system. The average eligible CIP costs are $201,649 and the total average annual CIP costs are $1,864,300. Thus, resulting in an allocation factor to water of 0.11.

As mentioned previously, the SRF loan is excluded from the analysis, so the debt service allocation factor is only applicable to the Suncoast Refunding Bond. The proceeds for the loan are dedicated for pipeline-related projects. The allocation factor is calculated by taking the share of transmission-related costs[3] of the system divided by the total costs of the system[4].

The indirect factor is calculated based on the weighted average of all other assigned cost components. Any line item with the cost center grouping of “Administration” was assigned the indirect factor.

Out of the $7,138,895 total applicable system costs, $3,000,495 (42%) were assigned to water and $4,138,400 (58%) were assigned to sewer. Schedule 1 in the Appendix provides line-item detail of the system cost allocation.

2.3 Allocate Water Costs by Factor

There are five factors for the allocation of the water system costs.

1. Supply
2. Treatment
3. Distribution
4. Fire Protection
5. Customer

[3] Distribution costs are excluded since they are not applicable to bulk water rates.
[4] Excluding supply costs. It is assumed that the County does not have any existing debt service for supply costs as the County purchases their water supply from Pease River/Manasota Regional Water Supply Authority (PRMRWSA).

Reference: FY 26 Bulk Water Rate Calculation

DeSoto County has an agreement with Pease River/Manasota Regional Water Supply Authority (PRMRWSA) to purchase the water supply for the County. Both Pumping and Storage factors are excluded from the analysis. It is assumed that costs associated with pumping and storage are included in the cost of purchasing water from PRMRWSA.

The Table 2-4 below presents the allocation factors of the water system costs.

Table 2-4 Water Costs Allocation Factors

Basis/Factor	Description	Supply Factor	Treatment Factor	Transmission Factor	Distribution Factor	Fire Protection Factor	Customer Factor
Supply	Direct allocation to Supply	1.00	-	-	-	-	-
Treatment	Direct allocation to Treatment	-	1.00	-	-	-	-
Transmission	Direct allocation to Transmission	-	-	1.00	-	-	-
Distribution	Direct allocation to Distribution	-	-	-	1.00	-	-
Fire Protection	Direct allocation to Fire Protection	-	-	-	-	1.00	-
Customer	Direct allocation to Customer	-	-	-	-	-	1.00
T&D Asset Split	Split based on miles of pipe	-	-	0.79	0.21	-	-
Indirect	Weighted avg. calc.	0.51	-	0.03	0.10	0.01	0.11

The allocation of the costs associated with both treatment and distribution are assigned to the T&D Asset Split factor. This is calculated by length in miles of transmission and distribution lines. The county has 43 miles of transmission lines of which 9 miles (21%) are distribution[5].

The indirect factor is calculated based on the weighted average of all other assigned cost components. Any line items directly identified as water operations were assigned to an indirect allocation factor. All administration line items were assigned to the customer allocation factor.

The Table 2-5 below identifies a summary of the water cost allocation by factor.

Table 2-5 Water Cost Allocation by Factor Summary

Cost Allocation Factor	$ Amount (in 2026 dollars)	% Amount
Supply	$1,531,326	51%
Treatment	$89,399	3%
Transmission	$681,056	23%
Distribution	$325,229	11%
Fire Protection	$34,384	1%
Customer	$339,101	11%
Total	**$3,000,495**	**100%**

[5] Per Utilities Department, Utilities Department | DeSoto County. FL

Schedule 2 in the Appendix provides line-item detail of the water system cost allocation.

2.4 Results

In order to calculate a per-unit water bulk rate, Stantec identified eligible water cost factors that bulk rate users contribute to. One hundred percent of Supply and Transmission costs are included in the calculation, and the remaining factors are excluded. For most entities, bulk rate customers do not typically participate in the costs of Distribution, Fire Protection, or Customer factors. In some entities, bulk rate customers contribute to the cost of Treatment; however, in DeSoto County, the treatment costs are solely related to the prison located within the County. Thus, Treatment costs are also excluded from the calculation of the bulk rate. As a result, 74% of the total water costs are applicable to bulk rate customers for a total of $2.2 million. **Table 2-6** presents a summary of the bulk rate applicable water costs.

Table 2-6 Bulk Rate Applicable Water Costs

Cost Allocation Factor	$ Amount (in 2026 dollars)	% Percent Included	Bulk Rate Eligible Costs
Supply	$1,531,326	100%	$1,531,326
Treatment	$89,399	0%	$ -
Transmission	$681,056	100%	$681,056
Distribution	$325,229	0%	$ -
Fire Protection	$34,384	0%	$ -
Customer	$339,101	0%	$ -
Total	**$3,000,495**	**74%**	**$2,212,382**

The FY 2025 total flow is estimated using six months of actual consumption data and assuming the remaining six months are equal to their respective month in FY 2024. The total FY 2025 consumption used in the analysis is 335,632 thousand gallons (KGAL). By dividing the total bulk rate eligible costs by the projected FY 2025 total consumption, this results in a bulk rate of $6.59 per KGAL of consumption. The equation in Figure 2-1 shows the calculation of the bulk rate per KGAL.



Figure 2-1 Bulk Rate Calculation

In conclusion, the rate for bulk service is based on proportional allocations of costs necessary to provide service, and as such, is calculated to exclude costs associated with facilities not used in the provision of service to bulk users (such as distribution expenses). In the future, the rate should be adjusted to include

Reference: **FY 26 Bulk Water Rate Calculation**

allocations of additional costs that are necessary to provide service (such as permanent expansions of water supply necessary to provide adequate capacity to meet demands).

Stantec suggests that the County implements this unitary bulk rate for future bulk rate customers and updates the calculation periodically to reflect current system costs.

Regards,

Stantec Consulting Services Inc.



Appendix

The following schedules are provided in the appendix.

- Schedule 1 – System Costs Allocation
- Schedule 2 – Water System Allocation to Functions

Reference: **FY 26 Bulk Water Rate Calculation**

Schedule 1 - System Cost Allocation

Cost Center	Cost Center Description	Cost Center Grouping	Adjusted Test Year Expenses	Allocation Basis/Factor	% Allocation by Service Line			$ Allocation by Service Line		
					Water	Wastewater	Total	Included	Water	Wastewater
70945361200000	SALARIES	ADMINISTRATION	$ 222,184	Indirect	42.03%	57.97%	100.00%	$ 222,184	$ 93,384	$ 128,800
70945361400000	OVERTIME	ADMINISTRATION	$ 6,480	Indirect	42.03%	57.97%	100.00%	$ 6,480	$ 2,724	$ 3,756
70945362100000	FICA	ADMINISTRATION	$ 17,492	Indirect	42.03%	57.97%	100.00%	$ 17,492	$ 7,352	$ 10,140
70945362200000	RETIREMENT	ADMINISTRATION	$ 48,112	Indirect	42.03%	57.97%	100.00%	$ 48,112	$ 20,222	$ 27,890
70945362300000	EMPLOYEE INSURANCE	ADMINISTRATION	$ 46,890	Indirect	42.03%	57.97%	100.00%	$ 46,890	$ 19,708	$ 27,182
70945362310000	DEPENDENT HEALTH INSURAN	ADMINISTRATION	$ 6,211	Indirect	42.03%	57.97%	100.00%	$ 6,211	$ 2,610	$ 3,601
70945362400000	WORKERS COMPENSATION	ADMINISTRATION	$ 5,937	Indirect	42.03%	57.97%	100.00%	$ 5,937	$ 2,495	$ 3,442
70945363100000	PROFESSIONAL SERVICES	ADMINISTRATION	$ 117,500	Indirect	42.03%	57.97%	100.00%	$ 117,500	$ 49,386	$ 68,114
70945363100100	LEGAL SERVICES	ADMINISTRATION	$ 35,000	Indirect	42.03%	57.97%	100.00%	$ 35,000	$ 14,711	$ 20,289
70945363101000	MEDICAL SERVICES	ADMINISTRATION	$ 250	Indirect	42.03%	57.97%	100.00%	$ 250	$ 105	$ 145
70945363400000	CONTRACTED SERVICES	ADMINISTRATION	$ 1,500	Indirect	42.03%	57.97%	100.00%	$ 1,500	$ 630	$ 870
70945364000000	TRAVEL	ADMINISTRATION	$ 1,250	Indirect	42.03%	57.97%	100.00%	$ 1,250	$ 525	$ 725
70945364100000	COMMUNICATIONS	ADMINISTRATION	$ 2,700	Indirect	42.03%	57.97%	100.00%	$ 2,700	$ 1,135	$ 1,565
70945364200000	POSTAGE	ADMINISTRATION	$ 10,000	Indirect	42.03%	57.97%	100.00%	$ 10,000	$ 4,203	$ 5,797
70945364300000	UTILITIES	ADMINISTRATION	$ 6,000	Indirect	42.03%	57.97%	100.00%	$ 6,000	$ 2,522	$ 3,478
70945364400000	RENTALS AND LEASES	ADMINISTRATION	$ 4,000	Indirect	42.03%	57.97%	100.00%	$ 4,000	$ 1,681	$ 2,319
70945364600000	REPAIR AND MAINTENANCE	ADMINISTRATION	$ 3,000	Indirect	42.03%	57.97%	100.00%	$ 3,000	$ 1,261	$ 1,739
70945364601000	VEHICLE REPAIR & MAINT	ADMINISTRATION	$ 1,000	Indirect	42.03%	57.97%	100.00%	$ 1,000	$ 420	$ 580
70945364800000	ADVERTISING	ADMINISTRATION	$ 1,500	Indirect	42.03%	57.97%	100.00%	$ 1,500	$ 630	$ 870
70945364901000	MISCELLANEOUS EXPENSES	ADMINISTRATION	$ 1,000	Indirect	42.03%	57.97%	100.00%	$ 1,000	$ 420	$ 580
70945364901100	MISC - MERCHANT FEES	ADMINISTRATION	$ 8,000	Indirect	42.03%	57.97%	100.00%	$ 8,000	$ 3,362	$ 4,638
70945364902000	LICENSE, FEES & PERMITS	ADMINISTRATION	$ 100	Indirect	42.03%	57.97%	100.00%	$ 100	$ 42	$ 58
70945364920000	BAD DEBTS	ADMINISTRATION	$ 2,500	Indirect	42.03%	57.97%	100.00%	$ 2,500	$ 1,051	$ 1,449
70945365100000	OFFICE SUPPLIES	ADMINISTRATION	$ 8,000	Indirect	42.03%	57.97%	100.00%	$ 8,000	$ 3,362	$ 4,638
70945365200000	UNIFORMS	ADMINISTRATION	$ 1,000	Indirect	42.03%	57.97%	100.00%	$ 1,000	$ 420	$ 580
70945365201000	GASOLINE & OIL	ADMINISTRATION	$ 750	Indirect	42.03%	57.97%	100.00%	$ 750	$ 315	$ 435
70945365207000	SAFETY	ADMINISTRATION	$ 500	Indirect	42.03%	57.97%	100.00%	$ 500	$ 210	$ 290
70945365400000	PUBLICATIONS-DUES-SUBSC	ADMINISTRATION	$ 25,750	Indirect	42.03%	57.97%	100.00%	$ 25,750	$ 10,823	$ 14,927
70945365500000	TRAINING	ADMINISTRATION	$ 2,000	Indirect	42.03%	57.97%	100.00%	$ 2,000	$ 841	$ 1,159
70965331200000	SALARIES	WATER OPERATIONS	$ 230,677	Water	100.00%	0.00%	100.00%	$ 230,677	$ 230,677	$ -
70965331400000	OVERTIME	WATER OPERATIONS	$ 9,450	Water	100.00%	0.00%	100.00%	$ 9,450	$ 9,450	$ -
70965332100000	FICA	WATER OPERATIONS	$ 18,371	Water	100.00%	0.00%	100.00%	$ 18,371	$ 18,371	$ -
70965332200000	RETIREMENT	WATER OPERATIONS	$ 32,729	Water	100.00%	0.00%	100.00%	$ 32,729	$ 32,729	$ -
70965332300000	EMPLOYEE INSURANCE	WATER OPERATIONS	$ 46,867	Water	100.00%	0.00%	100.00%	$ 46,867	$ 46,867	$ -
70965332310000	DEPENDENT HEALTH INSURAN	WATER OPERATIONS	$ 8,980	Water	100.00%	0.00%	100.00%	$ 8,980	$ 8,980	$ -
70965332400000	WORKERS COMPENSATION	WATER OPERATIONS	$ 6,235	Water	100.00%	0.00%	100.00%	$ 6,235	$ 6,235	$ -
70965333100000	PROFESSIONAL SERVICES	WATER OPERATIONS	$ 150,000	Water	100.00%	0.00%	100.00%	$ 150,000	$ 150,000	$ -
70965333101000	MEDICAL SERVICES	WATER OPERATIONS	$ 300	Water	100.00%	0.00%	100.00%	$ 300	$ 300	$ -
70965333403000	CONTRACTED SERVICES	WATER OPERATIONS	$ 20,000	Water	100.00%	0.00%	100.00%	$ 20,000	$ 20,000	$ -
70965333404000	SUNSHINE STATE ONE CALL	WATER OPERATIONS	$ 350	Water	100.00%	0.00%	100.00%	$ 350	$ 350	$ -
70965334000000	TRAVEL	WATER OPERATIONS	$ 1,500	Water	100.00%	0.00%	100.00%	$ 1,500	$ 1,500	$ -
70965334100000	COMMUNICATIONS	WATER OPERATIONS	$ 10,800	Water	100.00%	0.00%	100.00%	$ 10,800	$ 10,800	$ -
70965334300002	2600 SNOW-TANK 55230	WATER OPERATIONS	$ 11,000	Water	100.00%	0.00%	100.00%	$ 11,000	$ 11,000	$ -
70965334300003	13615 HWY 70 RO 61227	WATER OPERATIONS	$ 70,000	Water	100.00%	0.00%	100.00%	$ 70,000	$ 70,000	$ -
70965334301000	PRMRWSA VARIABLE USAGE	WATER OPERATIONS	$ 300,000	Water	100.00%	0.00%	100.00%	$ 300,000	$ 300,000	$ -
70965334302000	PRMRWSA BASE USAGE	WATER OPERATIONS	$ 729,257	Water	100.00%	0.00%	100.00%	$ 729,257	$ 729,257	$ -
70965334600000	REPAIR & MAINTENANCE	WATER OPERATIONS	$ 330,000	Water	100.00%	0.00%	100.00%	$ 330,000	$ 330,000	$ -

Reference: FY 26 Bulk Water Rate Calculation

Cost Center	Cost Center Description	Cost Center Grouping	Adjusted Test Year Expenses	Allocation Basis/Factor	% Allocation by Service Line			$ Allocation by Service Line		
					Water	Wastewater	Total	Included	Water	Wastewater
70965334601000	VEHICLE REPAIR & MAINT	WATER OPERATIONS	$ 12,000	Water	100.00%	0.00%	100.00%	$ 12,000	$ 12,000	$ -
70965334602000	R & R PROJECTS (NON-CAPIT	WATER OPERATIONS	$ 90,000	Water	100.00%	0.00%	100.00%	$ 90,000	$ 90,000	$ -
70965334603000	HYDRANT REPAIR & MAINTENA	WATER OPERATIONS	$ 25,000	Water	100.00%	0.00%	100.00%	$ 25,000	$ 25,000	$ -
70965334800000	ADVERTISING	WATER OPERATIONS	$ 350	Water	100.00%	0.00%	100.00%	$ 350	$ 350	$ -
70965334901000	OTHER CHARGES	WATER OPERATIONS	$ 300	Water	100.00%	0.00%	100.00%	$ 300	$ 300	$ -
70965334902000	LICENSES, FEES & PERMITS	WATER OPERATIONS	$ 8,500	Water	100.00%	0.00%	100.00%	$ 8,500	$ 8,500	$ -
70965334906000	NEW WATER CONNECT/EXTEN	WATER OPERATIONS	$ 30,000	Water	100.00%	0.00%	100.00%	$ 30,000	$ 30,000	$ -
70965335100000	OFFICE SUPPLIES	WATER OPERATIONS	$ 2,500	Water	100.00%	0.00%	100.00%	$ 2,500	$ 2,500	$ -
70965335200000	UNIFORMS	WATER OPERATIONS	$ 1,300	Water	100.00%	0.00%	100.00%	$ 1,300	$ 1,300	$ -
70965335201000	GASOLINE & OIL	WATER OPERATIONS	$ 25,000	Water	100.00%	0.00%	100.00%	$ 25,000	$ 25,000	$ -
70965335202000	MINOR EQUIPMENT	WATER OPERATIONS	$ 2,500	Water	100.00%	0.00%	100.00%	$ 2,500	$ 2,500	$ -
70965335203000	CHEMICALS & SUPPLIES	WATER OPERATIONS	$ 65,000	Water	100.00%	0.00%	100.00%	$ 65,000	$ 65,000	$ -
70965335207000	SAFETY	WATER OPERATIONS	$ 1,500	Water	100.00%	0.00%	100.00%	$ 1,500	$ 1,500	$ -
70965335208000	METER PURCHASES	WATER OPERATIONS	$ 90,000	Water	100.00%	0.00%	100.00%	$ 90,000	$ 90,000	$ -
70965335400000	PUBLICATIONS-DUES-SUBSC	WATER OPERATIONS	$ 500	Water	100.00%	0.00%	100.00%	$ 500	$ 500	$ -
70965335401000	PRMRWSA MEMBER FEE	WATER OPERATIONS	$ 70,570	Water	100.00%	0.00%	100.00%	$ 70,570	$ 70,570	$ -
70965335402000	PRMRWSA SPECIAL ASSESSME	WATER OPERATIONS	$ 13,563	Water	100.00%	0.00%	100.00%	$ 13,563	$ 13,563	$ -
70965335500000	TRAINING (	WATER OPERATIONS	$ 2,000	Water	100.00%	0.00%	100.00%	$ 2,000	$ 2,000	$ -
70965336200000	BUILDING IMPROVEMENTS	WATER OPERATIONS	$ 65,000	Water	100.00%	0.00%	100.00%	$ 65,000	$ 65,000	$ -
70965336401000	TECH EQUIPMENT	WATER OPERATIONS	$ 15,000	Water	100.00%	0.00%	100.00%	$ 15,000	$ 15,000	$ -
70975351200000	SALARIES	WASTEWATER OPERATIC	$ 275,422	Wastewater	0.00%	100.00%	100.00%	$ 275,422	$ -	$ 275,422
70975351400000	OVERTIME	WASTEWATER OPERATIC	$ 11,610	Wastewater	0.00%	100.00%	100.00%	$ 11,610	$ -	$ 11,610
70975352100000	FICA	WASTEWATER OPERATIC	$ 21,814	Wastewater	0.00%	100.00%	100.00%	$ 21,814	$ -	$ 21,814
70975352200000	RETIREMENT	WASTEWATER OPERATIC	$ 38,864	Wastewater	0.00%	100.00%	100.00%	$ 38,864	$ -	$ 38,864
70975352300000	EMPLOYEE INSURANCE	WASTEWATER OPERATIC	$ 59,197	Wastewater	0.00%	100.00%	100.00%	$ 59,197	$ -	$ 59,197
70975352310000	DEPENDENT HEALTH INSURAN	WASTEWATER OPERATIC	$ 14,025	Wastewater	0.00%	100.00%	100.00%	$ 14,025	$ -	$ 14,025
70975352400000	WORKERS COMPENSATION	WASTEWATER OPERATIC	$ 7,450	Wastewater	0.00%	100.00%	100.00%	$ 7,450	$ -	$ 7,450
70975353100000	PROFESSIONAL SERVICES	WASTEWATER OPERATIC	$ 2,000	Wastewater	0.00%	100.00%	100.00%	$ 2,000	$ -	$ 2,000
70975353101000	MEDICAL SERVICES	WASTEWATER OPERATIC	$ 450	Wastewater	0.00%	100.00%	100.00%	$ 450	$ -	$ 450
70975353400000	CONTRACTED SERVICES	WASTEWATER OPERATIC	$ 221,500	Wastewater	0.00%	100.00%	100.00%	$ 221,500	$ -	$ 221,500
70975353404000	SUNSHINE STATE ONE CALL	WASTEWATER OPERATIC	$ 500	Wastewater	0.00%	100.00%	100.00%	$ 500	$ -	$ 500
70975354000000	TRAVEL	WASTEWATER OPERATIC	$ 1,500	Wastewater	0.00%	100.00%	100.00%	$ 1,500	$ -	$ 1,500
70975354100000	COMMUNICATIONS	WASTEWATER OPERATIC	$ 8,000	Wastewater	0.00%	100.00%	100.00%	$ 8,000	$ -	$ 8,000
70975354300001	DCI WWTP 13615 SE HWY 70	WASTEWATER OPERATIC	$ 3,500	Wastewater	0.00%	100.00%	100.00%	$ 3,500	$ -	$ 3,500
70975354300002	DCR WWTP (PL)7728 HWY 31	WASTEWATER OPERATIC	$ 80,000	Wastewater	0.00%	100.00%	100.00%	$ 80,000	$ -	$ 80,000
70975354300003	DCR WWTP (LT)7728 HWY 31	WASTEWATER OPERATIC	$ 700	Wastewater	0.00%	100.00%	100.00%	$ 700	$ -	$ 700
70975354300004	LS#33 BIGTREE2630NEHWY70	WASTEWATER OPERATIC	$ 2,000	Wastewater	0.00%	100.00%	100.00%	$ 2,000	$ -	$ 2,000
70975354300006	LS#8 12237 SW KW CIR 1412	WASTEWATER OPERATIC	$ 500	Wastewater	0.00%	100.00%	100.00%	$ 500	$ -	$ 500
70975354300007	LS#9 11341 SW ESSEX DR 23	WASTEWATER OPERATIC	$ 700	Wastewater	0.00%	100.00%	100.00%	$ 700	$ -	$ 700
70975354300008	LS#1 12804 SW DOUG AV 67	WASTEWATER OPERATIC	$ 950	Wastewater	0.00%	100.00%	100.00%	$ 950	$ -	$ 950
70975354300009	LS#16 875 CR761 FIRE 2 0	WASTEWATER OPERATIC	$ 4,200	Wastewater	0.00%	100.00%	100.00%	$ 4,200	$ -	$ 4,200
70975354300010	LS#3 12144 SW EGRET CIR 1	WASTEWATER OPERATIC	$ 500	Wastewater	0.00%	100.00%	100.00%	$ 500	$ -	$ 500
70975354300012	LS#19 7049 LIVERPOOL RD 8	WASTEWATER OPERATIC	$ 550	Wastewater	0.00%	100.00%	100.00%	$ 550	$ -	$ 550
70975354300013	LS#17 10307 SW LL AVE 624	WASTEWATER OPERATIC	$ 900	Wastewater	0.00%	100.00%	100.00%	$ 900	$ -	$ 900
70975354300014	LS#4 12665 SW KW CIR 5655	WASTEWATER OPERATIC	$ 2,200	Wastewater	0.00%	100.00%	100.00%	$ 2,200	$ -	$ 2,200
70975354300015	4811 WELLES LS# C 49233	WASTEWATER OPERATIC	$ 700	Wastewater	0.00%	100.00%	100.00%	$ 700	$ -	$ 700

Reference: FY 26 Bulk Water Rate Calculation

Cost Center	Cost Center Description	Cost Center Grouping	Adjusted Test Year Expenses	Allocation Basis/Factor	% Allocation by Service Line			$ Allocation by Service Line		
					Water	Wastewater	Total	Included	Water	Wastewater
70975354300016	LS#2 12538 SW EGRET CIR 8	WASTEWATER OPERATIC	$ 1,200	Wastewater	0.00%	100.00%	100.00%	$ 1,200	$ -	$ 1,200
70975354300017	LS#7 11644 SW EGRET CIR 0	WASTEWATER OPERATIC	$ 4,500	Wastewater	0.00%	100.00%	100.00%	$ 4,500	$ -	$ 4,500
70975354300018	LS#6 13444 SW PB CIR N.	WASTEWATER OPERATIC	$ 500	Wastewater	0.00%	100.00%	100.00%	$ 500	$ -	$ 500
70975354300019	LS#21 6992 SENATE RD 6345	WASTEWATER OPERATIC	$ 15,000	Wastewater	0.00%	100.00%	100.00%	$ 15,000	$ -	$ 15,000
70975354300020	LS#5 12730 SW PB CIR S.	WASTEWATER OPERATIC	$ 1,800	Wastewater	0.00%	100.00%	100.00%	$ 1,800	$ -	$ 1,800
70975354300021	LS#35 13615 SW HWY 70 655	WASTEWATER OPERATIC	$ 26,000	Wastewater	0.00%	100.00%	100.00%	$ 26,000	$ -	$ 26,000
70975354300022	LS#27 4458 SE MAIN ST 632	WASTEWATER OPERATIC	$ 500	Wastewater	0.00%	100.00%	100.00%	$ 500	$ -	$ 500
70975354300023	LS#28 2725 HWY 31(WM) 372	WASTEWATER OPERATIC	$ 3,000	Wastewater	0.00%	100.00%	100.00%	$ 3,000	$ -	$ 3,000
70975354300024	LS#18 8490SAND CRANE(TC)6	WASTEWATER OPERATIC	$ 500	Wastewater	0.00%	100.00%	100.00%	$ 500	$ -	$ 500
70975354300025	LS#22 4904 SW HWY 17	WASTEWATER OPERATIC	$ 525	Wastewater	0.00%	100.00%	100.00%	$ 525	$ -	$ 525
70975354300026	LS#29 1790 SW SKATES ST	WASTEWATER OPERATIC	$ 500	Wastewater	0.00%	100.00%	100.00%	$ 500	$ -	$ 500
70975354300027	LS#30 1506 SW HILLCREST S	WASTEWATER OPERATIC	$ 500	Wastewater	0.00%	100.00%	100.00%	$ 500	$ -	$ 500
70975354300028	LS#15 12411 SW CR 769	WASTEWATER OPERATIC	$ 750	Wastewater	0.00%	100.00%	100.00%	$ 750	$ -	$ 750
70975354300029	LS#38 1129 SE SEMINOLE AV	WASTEWATER OPERATIC	$ 600	Wastewater	0.00%	100.00%	100.00%	$ 600	$ -	$ 600
70975354400000	RENTALS & LEASES	WASTEWATER OPERATIC	$ 43,200	Wastewater	0.00%	100.00%	100.00%	$ 43,200	$ -	$ 43,200
70975354600000	REPAIR & MAINTENANCE	WASTEWATER OPERATIC	$ 135,000	Wastewater	0.00%	100.00%	100.00%	$ 135,000	$ -	$ 135,000
70975354601000	VEHICLE REPAIR & MAINT	WASTEWATER OPERATIC	$ 10,000	Wastewater	0.00%	100.00%	100.00%	$ 10,000	$ -	$ 10,000
70975354602000	R & R PROJECTS (NON-CAPIT	WASTEWATER OPERATIC	$ 633,850	Wastewater	0.00%	100.00%	100.00%	$ 633,850	$ -	$ 633,850
70975354800000	ADVERTISING	WASTEWATER OPERATIC	$ 300	Wastewater	0.00%	100.00%	100.00%	$ 300	$ -	$ 300
70975354902000	LICENSES, FEES & PERMITS	WASTEWATER OPERATIC	$ 600	Wastewater	0.00%	100.00%	100.00%	$ 600	$ -	$ 600
70975355100000	OFFICE SUPPLIES	WASTEWATER OPERATIC	$ 1,000	Wastewater	0.00%	100.00%	100.00%	$ 1,000	$ -	$ 1,000
70975355200000	UNIFORMS	WASTEWATER OPERATIC	$ 1,900	Wastewater	0.00%	100.00%	100.00%	$ 1,900	$ -	$ 1,900
70975355201000	GASOLINE & OIL	WASTEWATER OPERATIC	$ 35,000	Wastewater	0.00%	100.00%	100.00%	$ 35,000	$ -	$ 35,000
70975355203000	CHEMICALS & SUPPLIES	WASTEWATER OPERATIC	$ 60,000	Wastewater	0.00%	100.00%	100.00%	$ 60,000	$ -	$ 60,000
70975355207000	SAFETY	WASTEWATER OPERATIC	$ 1,000	Wastewater	0.00%	100.00%	100.00%	$ 1,000	$ -	$ 1,000
70975355400000	PUBLICATIONS-DUES-SUBSC	WASTEWATER OPERATIC	$ 250	Wastewater	0.00%	100.00%	100.00%	$ 250	$ -	$ 250
70975355500000	TRAINING	WASTEWATER OPERATIC	$ 1,500	Wastewater	0.00%	100.00%	100.00%	$ 1,500	$ -	$ 1,500
70975356402000	TECHNOLOGICAL EQUIPMENT	WASTEWATER OPERATIC	$ 15,000	Wastewater	0.00%	100.00%	100.00%	$ 15,000	$ -	$ 15,000
	Cash Funded Capital		$ 1,864,300	CIP - 10 YR	10.82%	89.18%	100.00%	$ 1,864,300	$ 201,649	$ 1,662,651
	Existing Debt Service		$ 436,683	Debt Service	12.64%	87.36%	100.00%	$ 436,683	$ 55,195	$ 381,488
	TOTAL		**$ 7,138,895**					**$ 7,138,895**	**$ 3,000,495**	**$ 4,138,400**

Reference: **FY 26 Bulk Water Rate Calculation**

Schedule 2 - Water System Allocation to Functions

Cost Center	Cost Center Description	Cost Center Grouping	Adjusted Test Year Expenses	Allocation Basis	% Allocation by Function						
					Supply	Treatment	Transmission	Distribution	Fire Protection	Customer	Total
70945361200000	SALARIES	ADMINISTRATION	$ 93,384	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945361400000	OVERTIME	ADMINISTRATION	$ 2,724	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945362100000	FICA	ADMINISTRATION	$ 7,352	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945362200000	RETIREMENT	ADMINISTRATION	$ 20,222	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945362300000	EMPLOYEE INSURANCE	ADMINISTRATION	$ 19,708	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945362310000	DEPENDENT HEALTH INSURANC	ADMINISTRATION	$ 2,610	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945362400000	WORKERS COMPENSATION	ADMINISTRATION	$ 2,495	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945363100000	PROFESSIONAL SERVICES	ADMINISTRATION	$ 49,386	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945363100100	LEGAL SERVICES	ADMINISTRATION	$ 14,711	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945363101000	MEDICAL SERVICES	ADMINISTRATION	$ 105	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945363400000	CONTRACTED SERVICES	ADMINISTRATION	$ 630	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945364000000	TRAVEL	ADMINISTRATION	$ 525	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945364100000	COMMUNICATIONS	ADMINISTRATION	$ 1,135	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945364200000	POSTAGE	ADMINISTRATION	$ 4,203	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945364300000	UTILITIES	ADMINISTRATION	$ 2,522	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945364400000	RENTALS AND LEASES	ADMINISTRATION	$ 1,681	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945364600000	REPAIR AND MAINTENANCE	ADMINISTRATION	$ 1,261	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945364601000	VEHICLE REPAIR & MAINT	ADMINISTRATION	$ 420	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945364800000	ADVERTISING	ADMINISTRATION	$ 630	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945364901000	MISCELLANEOUS EXPENSES	ADMINISTRATION	$ 420	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945364901100	MISC - MERCHANT FEES	ADMINISTRATION	$ 3,362	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945364902000	LICENSE, FEES & PERMITS	ADMINISTRATION	$ 42	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945364920000	BAD DEBTS	ADMINISTRATION	$ 1,051	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945365100000	OFFICE SUPPLIES	ADMINISTRATION	$ 3,362	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945365200000	UNIFORMS	ADMINISTRATION	$ 420	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945365201000	GASOLINE & OIL	ADMINISTRATION	$ 315	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945365207000	SAFETY	ADMINISTRATION	$ 210	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945365400000	PUBLICATIONS-DUES-SUBSC	ADMINISTRATION	$ 10,823	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70945365500000	TRAINING	ADMINISTRATION	$ 841	Customer	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
70965331200000	SALARIES	WATER OPERATIONS	$ 230,677	Indirect	51.04%	2.98%	22.70%	10.84%	1.15%	11.30%	100.00%
70965331400000	OVERTIME	WATER OPERATIONS	$ 9,450	Indirect	51.04%	2.98%	22.70%	10.84%	1.15%	11.30%	100.00%
70965332100000	FICA	WATER OPERATIONS	$ 18,371	Indirect	51.04%	2.98%	22.70%	10.84%	1.15%	11.30%	100.00%
70965332200000	RETIREMENT	WATER OPERATIONS	$ 32,729	Indirect	51.04%	2.98%	22.70%	10.84%	1.15%	11.30%	100.00%
70965332300000	EMPLOYEE INSURANCE	WATER OPERATIONS	$ 46,867	Indirect	51.04%	2.98%	22.70%	10.84%	1.15%	11.30%	100.00%
70965332310000	DEPENDENT HEALTH INSURANC	WATER OPERATIONS	$ 8,980	Indirect	51.04%	2.98%	22.70%	10.84%	1.15%	11.30%	100.00%
70965332400000	WORKERS COMPENSATION	WATER OPERATIONS	$ 6,235	Indirect	51.04%	2.98%	22.70%	10.84%	1.15%	11.30%	100.00%
70965333100000	PROFESSIONAL SERVICES	WATER OPERATIONS	$ 150,000	Indirect	51.04%	2.98%	22.70%	10.84%	1.15%	11.30%	100.00%
70965333101000	MEDICAL SERVICES	WATER OPERATIONS	$ 300	Indirect	51.04%	2.98%	22.70%	10.84%	1.15%	11.30%	100.00%
70965333403000	CONTRACTED SERVICES	WATER OPERATIONS	$ 20,000	Indirect	51.04%	2.98%	22.70%	10.84%	1.15%	11.30%	100.00%
70965333404000	SUNSHINE STATE ONE CALL	WATER OPERATIONS	$ 350	Indirect	51.04%	2.98%	22.70%	10.84%	1.15%	11.30%	100.00%
70965334000000	TRAVEL	WATER OPERATIONS	$ 1,500	Indirect	51.04%	2.98%	22.70%	10.84%	1.15%	11.30%	100.00%
70965334100000	COMMUNICATIONS	WATER OPERATIONS	$ 10,800	Indirect	51.04%	2.98%	22.70%	10.84%	1.15%	11.30%	100.00%
70965334300002	2600 SNOW-TANK 55230	WATER OPERATIONS	$ 11,000	Indirect	51.04%	2.98%	22.70%	10.84%	1.15%	11.30%	100.00%
70965334300003	13615 HWY 70 RO 61227	WATER OPERATIONS	$ 70,000	Indirect	51.04%	2.98%	22.70%	10.84%	1.15%	11.30%	100.00%
70965334301000	PRMRWSA VARIABLE USAGE	WATER OPERATIONS	$ 300,000	Supply	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
70965334302000	PRMRWSA BASE USAGE	WATER OPERATIONS	$ 729,257	Supply	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
70965334600000	REPAIR & MAINTENANCE	WATER OPERATIONS	$ 330,000	T&D Asset Split	0.00%	0.00%	79.07%	20.93%	0.00%	0.00%	100.00%
70965334601000	VEHICLE REPAIR & MAINT	WATER OPERATIONS	$ 12,000	T&D Asset Split	0.00%	0.00%	79.07%	20.93%	0.00%	0.00%	100.00%
70965334602000	R & R PROJECTS (NON-CAPIT	WATER OPERATIONS	$ 90,000	T&D Asset Split	0.00%	0.00%	79.07%	20.93%	0.00%	0.00%	100.00%
70965334603000	HYDRANT REPAIR & MAINTENA	WATER OPERATIONS	$ 25,000	Fire Protection	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	100.00%
70965334800000	ADVERTISING	WATER OPERATIONS	$ 350	T&D Asset Split	0.00%	0.00%	79.07%	20.93%	0.00%	0.00%	100.00%
70965334901000	OTHER CHARGES	WATER OPERATIONS	$ 300	T&D Asset Split	0.00%	0.00%	79.07%	20.93%	0.00%	0.00%	100.00%
70965334902000	LICENSES, FEES & PERMITS	WATER OPERATIONS	$ 8,500	T&D Asset Split	0.00%	0.00%	79.07%	20.93%	0.00%	0.00%	100.00%
70965334906000	NEW WATER CONNECT/EXTENSI	WATER OPERATIONS	$ 30,000	Distribution	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%
70965335100000	OFFICE SUPPLIES	WATER OPERATIONS	$ 2,500	T&D Asset Split	0.00%	0.00%	79.07%	20.93%	0.00%	0.00%	100.00%
70965335200000	UNIFORMS	WATER OPERATIONS	$ 1,300	T&D Asset Split	0.00%	0.00%	79.07%	20.93%	0.00%	0.00%	100.00%
70965335201000	GASOLINE & OIL	WATER OPERATIONS	$ 25,000	T&D Asset Split	0.00%	0.00%	79.07%	20.93%	0.00%	0.00%	100.00%
70965335202000	MINOR EQUIPMENT	WATER OPERATIONS	$ 2,500	T&D Asset Split	0.00%	0.00%	79.07%	20.93%	0.00%	0.00%	100.00%
70965335203000	CHEMICALS & SUPPLIES	WATER OPERATIONS	$ 65,000	Treatment	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	100.00%
70965335207000	SAFETY	WATER OPERATIONS	$ 1,500	T&D Asset Split	0.00%	0.00%	79.07%	20.93%	0.00%	0.00%	100.00%
70965335208000	METER PURCHASES	WATER OPERATIONS	$ 90,000	Distribution	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%
70965335400000	PUBLICATIONS-DUES-SUBSC	WATER OPERATIONS	$ 500	T&D Asset Split	0.00%	0.00%	79.07%	20.93%	0.00%	0.00%	100.00%
70965335401000	PRMRWSA MEMBER FEE	WATER OPERATIONS	$ 70,570	Supply	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
70965335402000	PRMRWSA SPECIAL ASSESSMEN	WATER OPERATIONS	$ 13,563	Supply	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
70965335500000	TRAINING (	WATER OPERATIONS	$ 2,000	T&D Asset Split	0.00%	0.00%	79.07%	20.93%	0.00%	0.00%	100.00%
70965336200000	BUILDING IMPROVEMENTS	WATER OPERATIONS	$ 65,000	T&D Asset Split	0.00%	0.00%	79.07%	20.93%	0.00%	0.00%	100.00%
70965336401000	TECH EQUIPMENT	WATER OPERATIONS	$ 15,000	T&D Asset Split	0.00%	0.00%	79.07%	20.93%	0.00%	0.00%	100.00%
	Cash Funded Capital		$ 201,649	Indirect	51.04%	2.98%	22.70%	10.84%	1.15%	11.30%	100.00%
	Existing Debt Service		$ 55,195	Transmission	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	100.00%

Reference: FY 26 Bulk Water Rate Calculation

Cost Center	Cost Center Description	Cost Center Grouping	Adjusted Test Year Expenses	$ Allocation by Function					
				Supply	Treatment	Transmission	Distribution	Fire Protection	Customer
70945361200000	SALARIES	ADMINISTRATION	$ 93,384	$ -	$ -	$ -	$ -	$ -	$ 93,384
70945361400000	OVERTIME	ADMINISTRATION	$ 2,724	$ -	$ -	$ -	$ -	$ -	$ 2,724
70945362100000	FICA	ADMINISTRATION	$ 7,352	$ -	$ -	$ -	$ -	$ -	$ 7,352
70945362200000	RETIREMENT	ADMINISTRATION	$ 20,222	$ -	$ -	$ -	$ -	$ -	$ 20,222
70945362300000	EMPLOYEE INSURANCE	ADMINISTRATION	$ 19,708	$ -	$ -	$ -	$ -	$ -	$ 19,708
70945362310000	DEPENDENT HEALTH INSURANC	ADMINISTRATION	$ 2,610	$ -	$ -	$ -	$ -	$ -	$ 2,610
70945362400000	WORKERS COMPENSATION	ADMINISTRATION	$ 2,495	$ -	$ -	$ -	$ -	$ -	$ 2,495
70945363100000	PROFESSIONAL SERVICES	ADMINISTRATION	$ 49,386	$ -	$ -	$ -	$ -	$ -	$ 49,386
70945363100100	LEGAL SERVICES	ADMINISTRATION	$ 14,711	$ -	$ -	$ -	$ -	$ -	$ 14,711
70945363101000	MEDICAL SERVICES	ADMINISTRATION	$ 105	$ -	$ -	$ -	$ -	$ -	$ 105
70945363400000	CONTRACTED SERVICES	ADMINISTRATION	$ 630	$ -	$ -	$ -	$ -	$ -	$ 630
70945364000000	TRAVEL	ADMINISTRATION	$ 525	$ -	$ -	$ -	$ -	$ -	$ 525
70945364100000	COMMUNICATIONS	ADMINISTRATION	$ 1,135	$ -	$ -	$ -	$ -	$ -	$ 1,135
70945364200000	POSTAGE	ADMINISTRATION	$ 4,203	$ -	$ -	$ -	$ -	$ -	$ 4,203
70945364300000	UTILITIES	ADMINISTRATION	$ 2,522	$ -	$ -	$ -	$ -	$ -	$ 2,522
70945364400000	RENTALS AND LEASES	ADMINISTRATION	$ 1,681	$ -	$ -	$ -	$ -	$ -	$ 1,681
70945364600000	REPAIR AND MAINTENANCE	ADMINISTRATION	$ 1,261	$ -	$ -	$ -	$ -	$ -	$ 1,261
70945364601000	VEHICLE REPAIR & MAINT	ADMINISTRATION	$ 420	$ -	$ -	$ -	$ -	$ -	$ 420
70945364800000	ADVERTISING	ADMINISTRATION	$ 630	$ -	$ -	$ -	$ -	$ -	$ 630
70945364901000	MISCELLANEOUS EXPENSES	ADMINISTRATION	$ 420	$ -	$ -	$ -	$ -	$ -	$ 420
70945364901100	MISC - MERCHANT FEES	ADMINISTRATION	$ 3,362	$ -	$ -	$ -	$ -	$ -	$ 3,362
70945364902000	LICENSE, FEES & PERMITS	ADMINISTRATION	$ 42	$ -	$ -	$ -	$ -	$ -	$ 42
70945364920000	BAD DEBTS	ADMINISTRATION	$ 1,051	$ -	$ -	$ -	$ -	$ -	$ 1,051
70945365100000	OFFICE SUPPLIES	ADMINISTRATION	$ 3,362	$ -	$ -	$ -	$ -	$ -	$ 3,362
70945365200000	UNIFORMS	ADMINISTRATION	$ 420	$ -	$ -	$ -	$ -	$ -	$ 420
70945365201000	GASOLINE & OIL	ADMINISTRATION	$ 315	$ -	$ -	$ -	$ -	$ -	$ 315
70945365207000	SAFETY	ADMINISTRATION	$ 210	$ -	$ -	$ -	$ -	$ -	$ 210
70945365400000	PUBLICATIONS-DUES-SUBSC	ADMINISTRATION	$ 10,823	$ -	$ -	$ -	$ -	$ -	$ 10,823
70945365500000	TRAINING	ADMINISTRATION	$ 841	$ -	$ -	$ -	$ -	$ -	$ 841
70965331200000	SALARIES	WATER OPERATIONS	$ 230,677	$ 117,728	$ 6,873	$ 52,359	$ 25,004	$ 2,643	$ 26,070
70965331400000	OVERTIME	WATER OPERATIONS	$ 9,450	$ 4,823	$ 282	$ 2,145	$ 1,024	$ 108	$ 1,068
70965332100000	FICA	WATER OPERATIONS	$ 18,371	$ 9,376	$ 547	$ 4,170	$ 1,991	$ 211	$ 2,076
70965332200000	RETIREMENT	WATER OPERATIONS	$ 32,729	$ 16,703	$ 975	$ 7,429	$ 3,548	$ 375	$ 3,699
70965332300000	EMPLOYEE INSURANCE	WATER OPERATIONS	$ 46,867	$ 23,919	$ 1,396	$ 10,638	$ 5,080	$ 537	$ 5,297
70965332310000	DEPENDENT HEALTH INSURANC	WATER OPERATIONS	$ 8,980	$ 4,583	$ 268	$ 2,038	$ 973	$ 103	$ 1,015
70965332400000	WORKERS COMPENSATION	WATER OPERATIONS	$ 6,235	$ 3,182	$ 186	$ 1,415	$ 676	$ 71	$ 705
70965333100000	PROFESSIONAL SERVICES	WATER OPERATIONS	$ 150,000	$ 76,554	$ 4,469	$ 34,047	$ 16,259	$ 1,719	$ 16,952
70965333101000	MEDICAL SERVICES	WATER OPERATIONS	$ 300	$ 153	$ 9	$ 68	$ 33	$ 3	$ 34
70965333403000	CONTRACTED SERVICES	WATER OPERATIONS	$ 20,000	$ 10,207	$ 596	$ 4,540	$ 2,168	$ 229	$ 2,260
70965333404000	SUNSHINE STATE ONE CALL	WATER OPERATIONS	$ 350	$ 179	$ 10	$ 79	$ 38	$ 4	$ 40
70965334000000	TRAVEL	WATER OPERATIONS	$ 1,500	$ 766	$ 45	$ 340	$ 163	$ 17	$ 170
70965334100000	COMMUNICATIONS	WATER OPERATIONS	$ 10,800	$ 5,512	$ 322	$ 2,451	$ 1,171	$ 124	$ 1,221
70965334300002	2600 SNOW-TANK 55230	WATER OPERATIONS	$ 11,000	$ 5,614	$ 328	$ 2,497	$ 1,192	$ 126	$ 1,243
70965334300003	13615 HWY 70 RO 61227	WATER OPERATIONS	$ 70,000	$ 35,725	$ 2,086	$ 15,889	$ 7,587	$ 802	$ 7,911
70965334301000	PRMRWSA VARIABLE USAGE	WATER OPERATIONS	$ 300,000	$ 300,000	$ -	$ -	$ -	$ -	$ -
70965334302000	PRMRWSA BASE USAGE	WATER OPERATIONS	$ 729,257	$ 729,257	$ -	$ -	$ -	$ -	$ -
70965334600000	REPAIR & MAINTENANCE	WATER OPERATIONS	$ 330,000	$ -	$ -	$ 260,930	$ 69,070	$ -	$ -
70965334601000	VEHICLE REPAIR & MAINT	WATER OPERATIONS	$ 12,000	$ -	$ -	$ 9,488	$ 2,512	$ -	$ -
70965334602000	R & R PROJECTS (NON-CAPIT	WATER OPERATIONS	$ 90,000	$ -	$ -	$ 71,163	$ 18,837	$ -	$ -
70965334603000	HYDRANT REPAIR & MAINTENA	WATER OPERATIONS	$ 25,000	$ -	$ -	$ -	$ -	$ 25,000	$ -
70965334800000	ADVERTISING	WATER OPERATIONS	$ 350	$ -	$ -	$ 277	$ 73	$ -	$ -
70965334901000	OTHER CHARGES	WATER OPERATIONS	$ 300	$ -	$ -	$ 237	$ 63	$ -	$ -
70965334902000	LICENSES, FEES & PERMITS	WATER OPERATIONS	$ 8,500	$ -	$ -	$ 6,721	$ 1,779	$ -	$ -
70965334906000	NEW WATER CONNECT/EXTENSI	WATER OPERATIONS	$ 30,000	$ -	$ -	$ -	$ 30,000	$ -	$ -
70965335100000	OFFICE SUPPLIES	WATER OPERATIONS	$ 2,500	$ -	$ -	$ 1,977	$ 523	$ -	$ -
70965335200000	UNIFORMS	WATER OPERATIONS	$ 1,300	$ -	$ -	$ 1,028	$ 272	$ -	$ -
70965335201000	GASOLINE & OIL	WATER OPERATIONS	$ 25,000	$ -	$ -	$ 19,767	$ 5,233	$ -	$ -
70965335202000	MINOR EQUIPMENT	WATER OPERATIONS	$ 2,500	$ -	$ -	$ 1,977	$ 523	$ -	$ -
70965335203000	CHEMICALS & SUPPLIES	WATER OPERATIONS	$ 65,000	$ -	$ 65,000	$ -	$ -	$ -	$ -
70965335207000	SAFETY	WATER OPERATIONS	$ 1,500	$ -	$ -	$ 1,186	$ 314	$ -	$ -
70965335208000	METER PURCHASES	WATER OPERATIONS	$ 90,000	$ -	$ -	$ -	$ 90,000	$ -	$ -
70965335400000	PUBLICATIONS-DUES-SUBSC	WATER OPERATIONS	$ 500	$ -	$ -	$ 395	$ 105	$ -	$ -
70965335401000	PRMRWSA MEMBER FEE	WATER OPERATIONS	$ 70,570	$ 70,570	$ -	$ -	$ -	$ -	$ -
70965335402000	PRMRWSA SPECIAL ASSESSMEN	WATER OPERATIONS	$ 13,563	$ 13,563	$ -	$ -	$ -	$ -	$ -
70965335500000	TRAINING (	WATER OPERATIONS	$ 2,000	$ -	$ -	$ 1,581	$ 419	$ -	$ -
70965336200000	BUILDING IMPROVEMENTS	WATER OPERATIONS	$ 65,000	$ -	$ -	$ 51,395	$ 13,605	$ -	$ -
70965336401000	TECH EQUIPMENT	WATER OPERATIONS	$ 15,000	$ -	$ -	$ 11,860	$ 3,140	$ -	$ -
	Cash Funded Capital		$ 201,649	$ 102,913	$ 6,008	$ 45,770	$ 21,857	$ 2,311	$ 22,789
	Existing Debt Service		$ 55,195	$ -	$ -	$ 55,195	$ -	$ -	$ -
	TOTAL		**$ 3,000,495**	**$ 1,531,326**	**$ 89,399**	**$ 681,056**	**$ 325,229**	**$ 34,384**	**$ 339,101**

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DESOTO COUNTY, FLORIDA

RESOLUTION 2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, ACCEPTING THE FISCAL YEAR 2026 BULK WATER RATE CALCULATION STUDY PREPARED BY STANTEC CONSULTING SERVICES, INC.; AUTHORIZING USE OF THE STUDY IN CONNECTION WITH THE DEVELOPMENT AND FUTURE ADOPTION OF BULK WATER RATES AND RELATED BULK UTILITY SUPPLY AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, DeSoto County (the "County") owns and operates a water supply system and wastewater utility system for the benefit of its residents and customers; and

WHEREAS, pursuant to Chapter 12, Article II of the DeSoto County Code of Ordinances, the Board of County Commissioners (the "Board") is authorized to establish, revise, and adopt utility rates and charges by resolution, including bulk utility rates for wholesale utility service provided to qualifying bulk customers; and

WHEREAS, Section 12-19(l) of the County Code of Ordinances authorizes the Board, from time to time, to determine that it is in the public interest to provide a bulk rate for utility service to a franchisee, utility regulated by the State Public Service Commission, or other governmental entity, provided that any such bulk rate shall not be below the County's cost to produce or obtain the utility service being requested; and

WHEREAS, on or about March 31, 2025, the County authorized Task Order No. 7 under Purchase Order No. 25-87115 with Stantec Consulting Services Inc. for the purpose of developing a cost model to determine the County's cost of providing wholesale/bulk water service and to develop a bulk water rate analysis for DeSoto County Utilities; and

WHEREAS, in accordance with said Task Order, Stantec Consulting Services Inc. completed and submitted its Fiscal Year 2026 Bulk Water Rate Calculation Study, dated March 24, 2026 (the "Study"), for purposes of establishing a cost-based bulk water rate; and

WHEREAS, the Board has reviewed the Study and finds that acceptance of the Study is necessary and appropriate to establish a factual and financial basis for future adoption and implementation of bulk water rates under the County's Code and any future bulk utility supply agreements; and

WHEREAS, the Board finds that acceptance of the Study is in the best interests of the health, safety, and welfare of the residents of DeSoto County and supports the fiscal integrity and long-term planning of the County's utility system.

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

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

Section 2. The Board of County Commissioners hereby accepts the Fiscal Year 2026 Bulk Water Rate Calculation Study prepared by Stantec Consulting Services Inc., dated March 24, 2026, and authorizes County staff to utilize the findings and methodologies contained therein as the basis for the development, and future adoption by resolution of bulk water rates and related bulk utility supply agreements, as may be determined by the Board in accordance with Chapter 12 of the DeSoto County Code of Ordinances.

Section 3. That this resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 12th day of May 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

By: _____
Mandy Hines
County Administrator

By: _____
Steve Hickox
Chairman

Approved as to form and legal sufficiency:

By: _____
Valerie Vicente,
County Attorney

DeSoto County

5/12/2026

Item #: 16.

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

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

TITLE & DESCRIPTION:
ORDINANCE/ Amending Tourist Development Tax Plan

REQUESTED MOTION:
Approve the Ordinance Amending the TDT Plan

SUMMARY:
Amending Article XIX of the DeSoto County Code of ordinances update the Tourist Development Tax Plan

BACKGROUND:
Pursuant to F.S. 125.00104, the Board enacted Chapter 10, Article XIX of the DeSoto County Code of Ordinances ("TDT Ordinance") titled "Three Percent Tourist Development Tax", which levies a three percent (3%) TDT within DeSoto County pursuant to Ordinance No. 2010-15, and Ordinance No. 2014-06. Pursuant to the aforementioned ordinance, the County adopted a Tourist Development Plan which set forth the uses and allocation of the TDT. The Tourist Development Council (TDC) voted at the April 21, 2026 meeting to adopt changes to the County's Tourist Development Plan.

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

DESOTO COUNTY

ORDINANCE NO. 2026 -

AN ORDINANCE AMENDING ARTICLE XIX OF THE DESOTO COUNTY CODE OF ORDINANCES TITLED "THREE PERCENT TOURIST DEVELOPMENT TAX" OF CHAPTER 10 "TAXATION, ASSESSMENT AND FEES", BY INCLUDING AND CODIFYING THE AMENDED EXHIBIT A INTO SECTION 10-380, TITLED "COUNTY TOURIST DEVELOPMENT PLAN FUNDED" FOR THE PROPOSED USES OF REVENUES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Florida Local Option Tourist Development Act, section 125.0104, Florida Statutes, permits the Board of County Commissioners of DeSoto County, Florida (the "County" or "Board") to levy a tourist development tax ("TDT") as provided in said statutes; and

WHEREAS, pursuant to section 125.0104, Florida Statutes, the Board enacted Chapter 10, Article XIX of the DeSoto County Code of Ordinances ("TDT Ordinance") titled "Three Percent Tourist Development Tax", which levies a three percent (3%) TDT within DeSoto County pursuant to Ordinance No. 2010-15, and Ordinance No. 2014-06; and

WHEREAS, Ordinance No. 2010-15 established a Tourist Development Plan which set forth the uses and allocation of the TDT for the first twenty-four (24) months following the levy of the TDT, which was attached as Exhibit A to Ordinance No. 2010-15, and cross-referenced in Section 10-380 of the TDT Ordinance, however, not fully codified therein; and

WHEREAS, on April 21, 2026, the DeSoto County Tourist Development Council reviewed and, by majority vote, recommended adoption of the changes to the County's Tourist Development Plan set forth herein; and

WHEREAS, the Board has determined that it is desirable to update the Tourist Development Plan for the proposed uses of revenues as authorized in section 125.0104(5), Florida Statutes; and

WHEREAS, pursuant to subsection 125.0104(4)(d), Florida Statutes, after enactment or renewal of the ordinance levying and imposing the tax, the plan for tourist development may not be substantially amended except by ordinance enacted by an affirmative vote of a majority plus one additional member of the governing board; and

WHEREAS, on May 12, 2026, the Board, by a vote of at least a majority plus one, adopted this Ordinance amending the County's Tourist Development Plan as set forth herein.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, THAT:

SECTION 1. AMENDMENT TO CHAPTER 10, ARTICLE XIX OF THE DESOTO COUNTY CODE OF ORDINANCES. Chapter 10, Article XIX, Section 10-380 titled "County Tourist Development Plan funded" is hereby amended as set forth in Exhibit A and incorporated herein by reference.

SECTION 2. SEVERABILITY. It is declared to be the intent of the County that, if any section, subsection, sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then such determination shall not affect the validity of the remaining sections.

SECTION 3. REPEALER. All ordinances, or parts of ordinances, in conflict herewith be, and the same, are hereby repealed.

SECTION 4. CODIFICATION. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of Exhibit A to this Ordinance shall become and made a part of the Code of Ordinances of DeSoto County, Florida, that the sections may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word, as required.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect as provided by law. The effective date of the revisions to the Tourist Development Plan shall be October 1, 2025.

DULY PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, this 12th day of May, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

By: _____
Mandy Hines
County Administrator

By: _____
Steve Hickox, Chairman
Board of County Commissioners

APPROVED AS TO LEGAL FORM

By: _____
Valerie Vicente
County Attorney

The Daily SUN
Charlotte • DeSoto • Sarasota

Ticket: 3988929-1
DBOCC Meeting 5.12 2x5
Sondra Guffey
Publish: 4/30/26
379254 3988934

PUBLISHER'S AFFIDAVIT OF PUBLICATION STATE OF FLORIDA COUNTY OF CHARLOTTE:

Before the undersigned authority personally appeared Jill Kelli Di Benedetto, who on oath says that she is the Legal Advertising Representative of The Daily Sun, a newspaper published at Charlotte Harbor in Charlotte County, Florida; that the attached copy of advertisement, being a Legal Notice that was published in said newspaper in the issue(s)

04/30/26

as well as being posted online at www.yoursun.com and www.floridapublicnotices.com.
Affiant further says that the said newspaper is a newspaper published at Charlotte Harbor, in said Charlotte County, Florida, and that the said newspaper has heretofore been continuously published in said Charlotte County, Florida, Sarasota County, Florida and DeSoto County, Florida, each day and has been entered as periodicals matter at the post office in Punta Gorda, in said Charlotte County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Jill Kelli DiBenedetto

(Signature of Affiant)

Sworn and subscribed before me this 30th day of April, 2026

Laura M Robins

(Signature of Notary Public)

Notary Public State of Florida
Laura M Robins
My Commission HH 282830
Expires 9/26/2026

Personally known _X_ OR ___Produced Identification

EXHIBIT A

AMENDMENTS TO CHAPTER 10, ARTICLE XIX OF THE DESOTO COUNTY CODE OF ORDINANCES

Section 1.

Chapter 10, Article XIX, Section 10-380 of the DeSoto County Code of Ordinances, is hereby amended as follows:

> (stricken words indicate deletions, underlined words indicate language that was originally adopted in Exhibit A of Ordinance 2010-15 but will now be codified in the Code of Ordinances, and double-underlined words indicate further additions effectuated by the adoption of these amendments)

Sec. 10-380. - County Tourist Development Plan ~~funded~~.

The tax revenues received pursuant to this article shall be used to fund the County Tourist Development Plan, ~~which is attached to the ordinance from which this article is derived as Exhibit A and which is hereby adopted and incorporated into this article.~~ as set forth below:

~~DeSoto County Tourist Development Plan~~

~~The objective of the Tourist Development Council~~ Plan ~~is to enhance the tourism industry and the overall economy of Desoto County through projects or programs that meet the following criteria:~~

~~1. Attract new visitors to Desoto County~~
~~2. Increase the frequency of visits to Desoto County~~
~~3. Increase the average length of stay of visitors~~
~~4. Increase the per capita spending of visitors~~
~~5. Increase the number of overnight transient accommodation stays, thereby increasing the tourist development tax revenues~~

(a) The anticipated net revenue from the tourist development tax to be derived by Desoto County for the first twenty-four (24) months following the initial levy of the tourist development tax January 1, 2011 estimated to be approximately $130,000, of which 100% of will be utilized in accordance with s. 125.0104, F.S. Following the levy of the tax, net revenues will be budgeted and allocated to fund including but not limited to the following:

~~I.~~ 1. *Develop Tourism Promotion and Marketing Plan, etc.*
A. Community Calendar
B. Website development/ SEO services
C. Television, Online, Social video ads
D. Online/Hardcopy Press Kit
E. Outdoor Marketing
F. Kiosk construction & location

~~II.~~ 2. *Establish a Local Visitor's Bureau*
This can be a partnership with a not-for-profit agency subject to agreement with BOCC and the agency.

~~III.~~ 3. *Provide Financial Assistance to Local Tourism Businesses to Promote Tourism Events and Attractions*

~~IV.~~ 4. *Provide technical assistance and resources for tourism business development and expansion*

~~V.~~ 5. *Study/ implement Tourism Related Transportation Options*
A. Tourism transportation
B. Sidewalk interconnectivity
C. Greenways and trails
D. Nostalgic (horse and buggy)

(b) As of October 1, 2025, the Tourist Development Plan shall be comprised of the following broad goals and objectives and the Board determines revenues may be allocated to these purposes:

1. To promote and advertise tourism in the County. The tourism related economy within the County generates significant direct and indirect revenue to businesses within the community. Accordingly, tourism is essential to a healthy economy and is a driving force in the growth of business development and increased employment opportunities for County residents.

A. Branding and marketing campaigns. The County recognizes that the development and maintenance of quality advertising, sales, marketing and public relations initiatives that present a consistent and positive brand for the area will increase tourism. Branding is essential to the development of tourism sector of the economy and the County will work towards the development and implementation of unified marketing campaigns. These campaigns will be monitored and analyzed by the Tourist Development Council (the "Council"). Any campaigns shall be conducted with funding levels designed to achieve maximum positive promotional exposure to potential visitors. A primary objective for the campaigns shall be the maintenance of consistent positive "branding" which consists of image and name recognition and the further development of "year round business" to encompass group and leisure business.

B. Events. Special events are vital to the successful development of the County as a year-round tourist destination. A significant role of the County's marketing effort is developing new offerings that enhance the County's mission of increasing tourism. In general, the County may support events, including providing grant funding, that attract tourists as a main purpose and enhance the County's economic growth and quality of life by collaboratively inspiring the vitality of the County's local tourism economy through ongoing efforts to generate overnight stays and tourism-related activities (meetings, conferences, sports tournaments, etc.). To the extent funds are expended for an activity, service, venue, or event that promotes and advertises tourism in the County, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists to the County as evidenced by the promotion of the activity, service, venue, or event to tourists. Private events are not eligible to receive funding.

2. The County recognizes the importance of strategic tourism marketing in driving economic development. To that end, the County may fund convention bureaus, tourist bureaus, tourist information centers, and news bureaus as County agencies or by contract with the chambers of commerce or similar associations in the County, which may include any indirect administrative costs for services performed by the County on behalf of the promotion agency.

3. To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote one or more publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the County, including but not limited to, the Turner Agri-Civic Center ("Turner Center").

A. Turner Center. The County recognizes the Turner Center's value as a catalyst for the growth of the conference/convention/group business segment of the visitor population in the County, and as an effective means of developing year round business. This Turner Center offers ninety acres of opportunities to potential visitors, and the facilities include a large, air-conditioned arena, exhibit hall (seats 150), barns, paved parking, and support staff. The County may utilize funding to enlarge, remodel, repair, improve, maintain, operate, or promote the Turner Center.

4. Ecotourism unites conservation and sustainable travel, with a focus on design, construction and operation of low-impact facilities, delivering memorable interpretative experiences to visitors that help raise sensitivity to local environment and culture, and provide direct financial benefit to conservation. Trails and scenic overlooks for hiking and biking allow visitors to commune with nature and wildlife. Fostering ecotourism is an approach to reaching a new type of visitor.

5. Any other allowable purpose set forth in the provisions of Section 125.0104, Florida Statutes.

(c) Limitation on Use of Funds. Notwithstanding any other provision in the Tourist Development Plan or Section 125.0104, Florida Statues, under no circumstances can funding be utilized on food or beverage, or other items for sale.