



# DeSoto County

## Board of County Commissioners

### Meeting Agenda

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Tuesday, July 22, 2025

3:00 PM

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**CALL TO ORDER**

**ROLL CALL**

**TURN OFF OR SILENCE ALL CELL PHONES**

**PRAYER/PLEDGE OF ALLEGIANCE**

**INTRODUCTION OF ELECTED OFFICIALS**

**SET/AMEND**

**PUBLIC FORUM FOR NON-AGENDA ITEMS**

**CONSENT AGENDA-MOTION TO APPROVE**

1. **Minutes/BOCC Public Meeting 05-27-2025 and 06-10-2025**

**Attachments:** [05-27-2025 BOCC Meeting](#)  
[06-10-2025 BOCC Meeting](#)

2. **Agreement/Community Development Block Grant**

**Attachments:** [H2606\\_Agreement\\_DSR.docx.pdf](#)  
[Award letter.pdf](#)

3. **Reaffirm Memorandum of Understanding between the County and the University of Florida Board of Trustees relating to funding to cover staffing costs of IFAS County Extension Services**

**Attachments:** [FY26 DeSoto County Budget Release Letter](#)  
[DeSoto FY26 Exhibit A 4-2-25](#)

4. **FY 24 JAG-C Grant**

**Attachments:** [JAG C reso - clean](#)  
[Lobbying-Debarment-and-Drug-Free-Certification\\_Revised-04-05-24](#)  
[to go with JAG Grant Applications](#)  
[JAG-C Application 7-2025 DRAFT](#)

**5. FY 24 JAG-D Grant**

**Attachments:** [JAG D reso - clean 7-22-2025](#)  
[Lobbying-Debarment-and-Drug-Free-Certification\\_ Revised-04-05-24](#)  
[to go with JAG Grant Applications](#)  
[JAG-D Application 7-2025 DRAFT](#)

**6. Approval of Holiday Schedule 2026.**

**Attachments:** [Holiday Schedule 2026](#)

**7. Grant Agreement between the Florida Department of Law Enforcement (FDLE) and the DeSoto County Board of Commissioners**

**Attachments:** [LESA Grant Award - 7-2025](#)

**REGULAR BUSINESS**

**8. Proclamation/2025 Diamond Youth Baseball AAA State Champions**

**Attachments:** [2025 DYB State Champions](#)

**9. Proclamation/ Pretrial Service and State and County Probation Supervision Week**

**Attachments:** [County Pretrial State and County Probation Supervision Week from R. Orta 7-2025](#)

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

**Attachments:** [AP Check Report - Warrants 06-24-25 to 07-07-25](#)

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

**Attachments:** [Resolution](#)  
[Summary and Narrative](#)  
[2025-121 Sheriff](#)  
[2025-123 Library](#)  
[2025-124 Opioid Settlement](#)

**12. Resolution authorizing and directing County staff to administratively approve plats and replats**

**Attachments:** [Resolution - Designating Authority for Admin Plat Approval](#)  
[Chapter 2025-164](#)

**13. State Legislative Priorities / Annual Adoption**

**Attachments:** [Local Legislative Priorities](#)

**ADMINISTRATOR'S REPORT**

**COUNTY ATTORNEY'S REPORT**

**BOARD MEMBER COMMENTS**

**RECESS UNTIL 6:30 PM PUBLIC HEARING**

**14. Resolution / PRMWSA Development Plan / SITE-0160-2025**

**Attachments:** [2025-06-24 SITE 0160-2025 PRMWSA DP SR with mms edits \(cao\) Clean](#)  
[2025-07-01 SITE-0160-2025 DP Resolution with mms edits \(cao\) Clean](#)  
[Location Map](#)  
[FLUM](#)  
[Zoning Map](#)  
[PRMWSA Site Plan](#)  
[PRMWSA Site Plan C-101-Plot](#)

**15. Resolution / Cayman Lakes Phase 2 Improvement Plan / SITE-0135-2024**

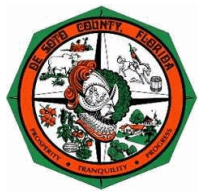
**Attachments:** [2025-07-09 SITE-0135-2024 Cayman Lakes Phase II SR for PC Exhibit E - NTP, Phase I](#)  
[Resolution Cayman Lakes Phase 2](#)  
[Location Map Cayman Lakes](#)  
[Zoning Map Cayman Lakes](#)  
[FLUM Cayman Lakes](#)  
[Site Plan Cayman Lakes Phase II](#)

**QUASI-JUDICIAL PUBLIC HEARING**

**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

7/22/2025

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Item #: 1.

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

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

**TITLE & DESCRIPTION:**

**Minutes/BOCC Public Meeting 05-27-2025 and 06-10-2025**

**REQUESTED MOTION:**

**To approve the minutes for the BOCC Public Meeting 05-27-2025 and 06-10-2025**

**SUMMARY:**

**Minutes**

**BACKGROUND:**

**Minutes**





# DeSoto County

## Board of County Commissioners

### Meeting Minutes - Final

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Tuesday, May 27, 2025

3:00 PM

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#### 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 Amy Harper, Fort Ogden Community Church gave the invocation.

#### INTRODUCTION OF ELECTED OFFICIALS

Susan Pooley Desoto County Tax Collector was present.

#### SET/AMEND

A motion was made by Commissioner Gross, seconded by Commissioner Langford to amend the agenda, adding Agenda item 13a.

#### PUBLIC FORUM FOR NON-AGENDA ITEMS

Carol Mahler thanked the Board for a wonderful Memorial Day Service. She stated that she spoke to several community members who said they could not hear anything during the service. Ms. Mahler wanted to implore the Board to look into and budget for better sound equipment to make events like this in the future more memorable for the community.

#### CONSENT AGENDA-MOTION TO APPROVE

##### Approval of the Consent Agenda

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

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

**1. Minutes/BOCC Workshop 04-08-2025 and Public Meeting 04-22-2025**

**Attachments:** [04-08-2025 BOCC Workshop Legal Access](#)  
[04-22-2025 BOCC Meeting](#)

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

**Attachments:** [AP Check Report - Warrants 04-22-25 to 05-12-25](#)

**3. Furniture for Mills Avenue Building / Tax Collector's Office**

**Attachments:**     [DeSoto County Tax Collector Furniture Quote](#)

**4. Florida Power and Light Agreements-815 N. Mills Ave.**

**Attachments:**     [815 N MILLS - UG AGREEMENTS - May 14 2025](#)

**5. School Board of DeSoto County Shelter Agreement**

**Attachments:**     [Renewal Amendment DeSoto Shelter Agreement](#)  
[DeSoto Middle School Shelter 5 Year Agreement](#)

**PRESENTATION****6. State Road 70 Project Update**

**Attachments:**     [DeSoto BoCC SR 70 project Summary](#)

Joe Lauk with FDOT spoke about the ongoing improvement efforts on SR 70 in Desoto County. He presented a summary report of the purpose and need for improvement for widening the roadway. He also briefly discussed timeline for public engagement and completion of projects. There was further discussion in regards to the improvements to SR 70 from Peace River to SE Baker Street, such as timeline of completion and progression of project. Carol Mahler spoke on behalf of the Desoto County Historical Society in regards to a road that runs parallel to SR 70 that has great historical value to Arcadia and she would like to see this area preserved as well as other historical sites along the construction path.

**REGULAR BUSINESS****7. Forerunner Floodplain Management Software**

**Attachments:**     [Forerunner MSA + SOW Partially Executed](#)  
[Forerunner Sole Source Justification Letter](#)

Lester Hornbake presented a request to approve an agreement with Forerunner Industries INC. for floodplain management software, for a fixed rate 5 year contract agreement.

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

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

**8. Bid Award/ SHIP and HHRP**

**Attachments:**     [Bid Tab.pdf](#)  
[Notice to Bidders.pdf](#)  
[Rogers Bid.pdf](#)  
[SW Grace Ave Bid.pdf](#)

Mandy Hines presented a request to approve bid funded though the SHIP and HHRP programs for 2 out of 4 properties. The lowest bid for the rehabilitation at 212 South Roger Ave came in at \$53,500 from CSP Contracting and the only bid for the demolition rebuild at 2422 SW Grace Ave came in at \$162,000 from White Sands Construction.

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

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

**9. Central Florida Behavioral Health Network, Inc./Agreements**

**Attachments:** [Central Florida Subrecipient Purchase Agreement \(May agenda\)](#)  
[DeSoto Business Agreement \(May agenda\)](#)

Peggy Waters presented a request to approve the Agreement with the Central Florida Behavioral Health Network, She explained that The Department of Children and Families (DCF) requires Central Florida Behavioral Health Network, Inc. (CFBHN) to enter into agreements with non-qualified Counties under the Florida Opioid Allocation and Statewide Response Agreement.

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

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

**10. Audit Request / Womack Sanitation**

**Attachments:** [Womack Proposed Audit Agreement AUP Dec 2024](#)

Mandy Hines requested Board action to approve/deny a formal request to audit Womack Sanitation as the curbside household garbage collection Franchisee providing for scope of the audit, formal notice, and a reasonable timeframe. She presented some history stating, during the September 10th workshop the Board provided direction to initiate an Audit of Womack Sanitation's book in accordance with a provision of the Ordinance. Pierce with Purvis and Gray was present. Ultimately, it was determined that the most efficient method would be through the preparation of a written agreement outlining the proposed scope and process for a limited audit (the "Agreed Upon Procedures"). The Audit firm and County staff worked through a draft contract and presented the document to the Franchisee. There has been significant time spent since December of 2024 to have a contract for the audit finalized and agreed to by the parties. Ms. Hines is requesting a formal motion clearly providing that an audit in accordance with the contract terms is required of the Franchisee, with direction to provide the Franchisee with formal notification and a reasonable timeframe to comply with the request, which audit shall either be through the Agreed upon Procedures or a full audit. Mr. Bryan S. Kessler, J.D., LL.M. legal counsel for the franchisee spoke on his clients behalf. There was much discussion as to the objective of 5 year audit vs an audit for 2024 only. There was discussion on the purpose and scope of audit as it pertains to Desoto County only as the Franchisee does business in other counties Valerie Vincente discussed the need to come to agreement as to the procedures and what is reasonable and customary for an audit that is agreed upon by all parties. A consensus among the board was reached for a 2024 revenue and expenses audit for Desoto County only with standard parameters and a written timeframe for compliance, and associated cost to the county, as per the Franchise Agreement. Valerie Vicente suggested tabling this item until the second meeting in June with agreed upon procedures and if there is

no agreement or compliance of agreed upon procedure could result in breach of contract at which time a public hearing will be held to suspend franchise agreement. Mr. Ed Johnson a member of the community spoke requesting that the audit be conducted by Purvis, Gray And Company, LLP listing all ownership of Womack Sanitation. Mr. Robert Womack was also present.

A motion was made by Commissioner Langford, seconded by Commissioner Schaefer, that this agenda item be tabled by the Board of County Commissioners. The motion carried by the following vote:

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

#### **11. DeSoto County 3rd Floor Courtroom Remodel**

**Attachments:** [25-04-00RFP Contract - Final](#)

Cindy Talamantez presented a request to approve the contract with SEMCO Construction INC. for the renovation of the third floor courtroom. A selection committee evaluated 3 submittals and unanimously ranked SEMCO to have the best and most qualified proposal. Staff began negotiations as the initial price was significantly more than was budgeted. A budget amendment will follow this item, the best and final offer of \$295,800 which includes \$50,000 for contingency and possible after hours work. If the contingency and after hours work aren't necessary, the contract will not exceed \$245,800. There was further discussion on Budget Amendment to cover the shortfall.

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

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

#### **12. Contract Award / FDOT LAP Construction Services for CR 661 Over Bunker Creek / Thomas Marine Construction, Inc.**

**Attachments:** [24-19-00ITB Bid Tabulation](#)  
[24-19-00ITB Contract](#)

Mike Giardullo presented a request to approve the contract with Thomas Marine Construction, Incorporated, for the FDOT Local Agency Program Construction Services for County Road 661 Over Bunker Creek at Bridge No. 040044. In 2024, DeSoto County was awarded FDOT LAP funding for the construction of permanent repairs to CR 661 over Bunker Creek at Bridge No. 040044, which sustained damage during Hurricane Ian. An Invitation to Bid was issued on February 7, 2025, and seven bids were received. Thomas Marine Construction, Inc., was the lowest responsive, responsible bidder with a bid of \$405,655.50-exceeding the original LAP funding allocation of \$235,726.00. Staff coordinated with FDOT, resulting in a Supplemental Agreement for an additional \$169,930.00, bringing the total project budget to \$405,656.00 to fully fund the scope of repairs.

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

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

#### **13. Resolution/Budget Amendment Fiscal Year 2024/2025**

**Attachments:**      [Resolution](#)  
                              [Summary and Narrative](#)  
                              [2025-96 Sheriff](#)  
                              [2025-98 Court House Facilities](#)

Brian Wagner presented a request to adopt a Resolution /Budget Amendment Fiscal Year 2024/2025 budget.

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

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

Enactment No: 2025-035

### **EMERGENCY ITEM**

#### **13a Resolution/ Burn Ban/Drought Emergency expires**

**Attachments:**      [Resolution - Burn Ban Ending](#)

Mandy Hines request approval to adopt a Resolution ending the Formal Declaration of Drought Emergency . This Resolution shall take effect immediately upon its adoption.

A motion was made by Commissioner Schaefer, seconded by Commissioner Hickox, to adopt the Resolution be adopted. The motion carried by the following vote:

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

Enactment No: 2025-036

### **ADMINISTRATOR'S REPORT**

Mandy Hines requested Commissioners consensus to extend an employment offer to Kendall Gill as the new livestock agent for the extension office. Commissioner Gross also participated in the interview process by serving on the advisory committee. Ms. Hines also advised of a notice letter from FDOT regarding the SR 31 extension project development and extension study from SR 70 to US 17.

### **COUNTY ATTORNEY'S REPORT**

No report.

### **BOARD MEMBER COMMENTS**

Commissioner Gross stated he would like the county to contact our representative for FPL who are constructing the solar farm on McIntyre St. there is a bridge that is shut down to vehicle traffic however there are FPL service trucks hauling panels that are still using the roadway. Troy Hughes with Road and Bridge stated there is posted signage in regards to truck traffic and he has spoken with the Safety coordinator with FPL who is aware of this situation and requested that photos be taken of the vehicles that are not abiding the truck routes and proper action will be taken. He advised the commissioners to forward any calls relating to this to him so he can work with FPL to address this matter. Commissioner Langford thanked the staff for all of there hard work and he wanted to say how proud he felt while he attended the Memorial Day Service at the County Courthouse, on how good the Courthouse looks after all the recent renovations. Commissioners Hickox and Schaefer thanked the staff. Commissioner Schaefer joked showing a yellow phone book she received in the mail stating she hasn't seen a phone book in years.

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**RECESS UNTIL 6:30 PM PUBLIC HEARING****PUBLIC HEARING****14. Ordinance / Amending Article X of Chapter 20 of the DeSoto County Land Development Regulations related to the Planning Commission/LPA composition**

**Attachments:**      [Ordinance re Planning Commission composition CA](#)  
[County Attorney Memo with Analysis Planning Commission](#)  
[Composition](#)  
[Fla. Stat. 163.3174](#)  
[Triparty Interlocal between School, County and City](#)

Valerie Vicente County Attorney, presented a request for approval of an Ordinance to Article X “Boards and Agencies” of Chapter 20 of the DeSoto County Land Development Regulations to modify the membership and composition of the planning commission which is designated as the LPA for the County, and also serves as the County’s Board of Adjustment as it relates to the school board appointee and reducing the membership to five members.

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

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

Enactment No: 2025-005

**15. Ordinance / Amending certain articles of Chapter 20 of the DeSoto County Land Development Regulations Related to Subdivisions**

**Attachments:**      [2025-05-19 LDR 2025 Plat Subdiv SR for BOCC](#)  
[County Attorney Memo with Analysis Hurricane Bill and Limitati](#)  
[on Restrictive LDR amendments 5.19](#)  
[2025-05-19 Ordinance Amending Subdivision Regulations for BO](#)

Valerie Vicente, County Attorney, started the presentation stating this a lengthy ordinance however is only requesting a portion be considered at this time. In May of 2024, Planning staff presented “Planning 101” and a “Plat Process” presentations to the Planning Commission and the Board of County Commissioners. In both January and February of 2025, staff presented a follow-up to the “Plat Process” presentation and included a daytime and an evening workshop to seek public comments and Board input. The presentations included an overview of issues and highlighted areas where clarity of the Board’s policy is needed in the LDRs. The Board also suggested changes that would help to streamline the review process. The proposed ordinance addresses a myriad of issues related to the subdivision and platting of land, incorporating the recommendations provided throughout the various workshops; however, in light of Chapter No. 2023-304, Laws of Florida, which prohibits a handful of counties Desoto being one of them from enacting any land development regulations or procedure that are more restrictive or burdensome related to development until October of 2026, as amended, it is recommended that only those portions of the ordinance that allow for administrative approval of certain lot splits; exempt certain large Agricultural parcels from the County’s subdivision regulations altogether if certain requirements are met; allow for design exceptions to the



County's engineering standards if certain requirements are met since these are relaxations of the amendments and provide for defined terms that support the newly streamlined and flexible processes. Misty Servia gave further clarification on each of those standards by highlighting the pro's and con's. Ms. Servia proposed setting a fee of \$200.00 for the administrative lot splits during the workshop so that staff could begin assisting eligible property owners immediately upon adoption. the Chairman called for public comment. Mr. Parker Hall addressed the Board in support of the amendments and asked that the board consider allowing for the 10-acre parcels. He further spoke about his family ranch specifics. Mr. Cole Brewer addressed the board asking about how specific cases would meet the requirements. Further board discussion ensued. Ms. Vicente concluded stating administrative lot splits to certified agricultural lots splits be limited to two. Newly created parcel not to be less the 40 acres.

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

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

Enactment No: 2025-007

### **QUASI-JUDICIAL PUBLIC HEARING**

#### **16. Ordinance / Lucky and Wendy Muse Trustees / RZNE-0056-2024**

**Attachments:**      [Staff Report Lucky Muse RZNE 0056 2024](#)  
                              [Lucky Muse Ordinance BOCC](#)  
                              [Location Map](#)  
                              [ZONING MAP](#)  
                              [FLUM](#)

Valarie Vicente County Attorney explained county procedures for Quasi-Judicial and Ex Parte Communication. Commissioners all then gave a brief list of constituents they have had correspondence with via phone, e-mail or in person as well and time and dates of any site visits. Misty Servia request approval for rezoning of the Muse Family Trust. To change the zoning district of 10 + acres from Agricultural - 5 (A-5) to Residential Single Family - 1 (RSF-1). The property is generally located in central DeSoto County, at 1634 SE King Street, between SE Airport Road and SE Hillsborough Avenue. Jason Utley with Planning Analytics spoke on behalf of the applicants requesting for a rezone for RSF-1 designation. Several members for the community spoke out against the rezoning suggesting that allowing one acres lots will decrease property values, would allow for other lot subdivisions that will bring more people and traffic to the area. They voice concerns about water and sewer , septic issues that may increase flooding and drainage issues. Lucky and Wendy Muse spoke stating they are requesting this rezone to provide support for their family and grandchildren who are currently living on the property have the 1 acre lots for their future stability. Commissioner Gross made a motion to close the Public Hearing, which was seconded by Commissioner Langford. There was further discussions regarding future land uses and the impacts on water and sewage.

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

**Aye:** Deriso, Schaefer, Hickox, Langford, and Gross  
Enactment No: 2025-006

**17. Resolution / Kings Acres Minor Plat / PLAT-0172-2024**

**Attachments:** [2025-04-23 Staff Report - Kings Acres with mms edits - cao tc \(00](#)  
[2025-04-24 Resolution - Kings Acres with mms edits - cao tc \(002](#)  
[Location Map - Kings Acres](#)  
[Approved Plat](#)

Laura McClelland, Planner I presented a request for approval of a minor plat to be known as “King’s Acres”. The request is for the current parcel of ±10 acres to be subdivided into a total of 5 lots. The owners are requesting to split the parcel into 5 lots. All 5 lots will have access onto SE King Street by way of a 60-foot private easement. SE King Street is a local street, not a functionally classified road. Commissioner Gross made a motion to close the Public Hearing, which was seconded by Commissioner Langford.

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

**Aye:** Deriso, Schaefer, Hickox, Langford, and Gross  
Enactment No: 2025-037

**18. Resolution / George Hernandez / USE-0183-2024**

**Attachments:** [2025-024-07 Hernandez USE 0183 2023 SR for BOCC](#)  
[USE-0183-2024 Location Map](#)  
[USE-0183-2024 FLUM](#)  
[USE-0183-2024 Zoning Map](#)  
[USE-0183-2024 Site Plan - Truck Parking](#)  
[2025-04-07 Resolution Hernandez USE 0183 2024 for PC](#)

Misty Servia presented a request for approval of a Special Exception Use application (USE 0183-2024) for the parking of a commercial vehicle (semi-tractor trailer) on a 2.45-acre parcel zoned Agricultural-5 (A-5). The property is located on the east side of NE Cubitis Avenue, south of County Road 660, and west of Highway 17. Section 20-98(b) of the Land Development Regulations (LDR) requires approval of a Special Exception for the parking or storage of commercial vehicles in the A-5 zoning district when the land does not meet minimum lot size dimensions required in the A-5 zoning district. Ms. Servia discussed the recommended conditions for approval. This request was presented to the Planning Commission on May 6, 2025 and was approved. There was further discussion on the recommended conditions such as buffering and staging of commercial vehicle. The applicant was not present. Commissioners has several question for the applicant. Commissioners recommended this agenda item be tabled to allow the applicant to be present. Commissioner Langford made a motion to close the Public Hearing, which was seconded by Commissioner Schaefer.

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



that this Resolution be tabled by the Board of County Commissioners, due back on 6/24/2025. The motion carried by the following vote:

**Aye:** Deriso, Schaefer, Hickox, Langford, and Gross  
Enactment No: 2025-052

**19. Resolution / Church Hatcher DeSoto Subdivision Minor Plat / PLAT-0182-2024**

**Attachments:** [2025-04-24 Staff Report - Church Hatcher Final](#)  
[2025-04-24 Resolution - Church-Hatcher Final](#)  
[LOCATION MAP](#)  
[Hatcher Minor Plat revision](#)

Laura McClelland, Planner I presented a request for approval of a Minor Plat to be known as “Church Hatcher DeSoto Subdivision”. The request is to split the parcel into 2 lots. Per the Florida Department of Transportation (FDOT), both lots are required to use one shared access point. Lot 2 will have direct access onto SW Highway 17 (classified as an arterial roadway), Lot 1 will use the same entrance, then cross over the east side of Lot 2 by way of a 25-foot ingress/egress & utility easement. The proposed subdivision request qualifies for approval as a “minor subdivision” pursuant to Section 20-230 of the County’s Land Development Regulations (LDRs) and can be found to be consistent with the applicable Land Development Regulations. Commissioner Gross made a motion to close the public hearing seconded by Commissioner Langford.

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

**Aye:** Deriso, Schaefer, Hickox, Langford, and Gross  
Enactment No: 2025-038

**20. Resolution / Quail Avenue Estates Minor Plat / PLAT-0174-2024**

**Attachments:** [2025-04-24 Staff Report - Quail Avenue Estates with mms edits](#)  
[2025-04-24 Resolution - Quail Ave. Estates with mms edits - cao t](#)  
[\(002\)](#)  
[Location Map](#)  
[Quail Ave Prelim Plat Map](#)

Lara McClelland, Planner I presented a request for approval of a Minor Plat to be known as “Quail Avenue Estates”. The owner requests to split the parcel into 2 lots. Both lots will have direct access onto SE Quail Avenue. SE Quail Avenue is a local street, not a functionally classified road. All driveways shall be designed and constructed pursuant to the standards in Article XIII, Divisions 3 and 4, of the Land Development Regulations and the County Engineering Standard Details Manual prior to any building permits being issued. The proposed plat can be found to be in compliance with the regulations outlined in these documents. Commissioner Gross made a motion to close the public hearing seconded by Commissioner Langford.

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

**Aye:** Deriso, Schaefer, Hickox, Langford, and Gross  
Enactment No: 2025-039

**21. Resolution / Snow Acres Minor Plat / PLAT-0185-2025**

**Attachments:**      [2025-04-25 Staff Report - Snow Acres withmms edits - cao tc](#)  
[2025-04-25 Resolution - Snow Acres with mms edits - cao -tc \(002](#)  
[Location Map](#)  
[Snow Acres Plat Map](#)

Laura McClelland, Planner I presented a request for an approval of a minor plat to be known as "Snow Acres". The request is for the current parcel of 29.58± acres to be subdivided into a total of 3 lots. All 3 lots will have direct access onto SE Hog Bay Avenue South, which is a local street, not a functionally classified road. Commissioner Langford questioned if there is enough land to build as there are two large ponds on the property. Ms. McClelland stated It appears all three lots have enough land to meet the required setbacks of 50 feet in the front, 50 feet in the rear, and 30 feet on the sides. Linda Howard, the property owner spoke and stated that a neighbor will be purchasing the southern most 5 acre lot to build a barn. Commissioner Langford made a motion to close the public hearing seconded by Commissioner Gross.

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

**Aye:**                      Deriso, Schaefer, Hickox, Langford, and Gross  
Enactment No: 2025-040

**ADJOURNMENT**

Being no further business before the board, Chairman Deriso adjourned the meeting at 9:40pm.

ATTEST:  
COMMISSIONERS

BOARD OF COUNTY

DESOTO COUNTY, FLORIDA

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MANDY HINES  
COUNTY ADMINISTRATOR

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J.C. DERISO  
CHAIRMAN

**Board Documents 05-27-2025 BOCC Public Meeting**

**Attachments:**      Agenda item 6 FDOT SR 31 extension project  
Agenda item 6 speaker card  
Agenda item 6 SR 70 Peace River-Baker St  
Agenda item 10 speaker card  
Agenda item 15 speaker card  
Agenda item 16 speaker card  
Non agenda item speaker card

**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 - Draft

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Tuesday, June 10, 2025

9:00 AM

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#### 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

Retired Pastor David Vanaman gave the invocation.

#### INTRODUCTION OF ELECTED OFFICIALS

#### SET/AMEND

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

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

#### PUBLIC FORUM FOR NON-AGENDA ITEMS

Ashley Brown Community Outreach Coordinator was excited to announce the end of another successful school year, with a 87% high school graduation rate. She reminded the board of the new VPK and child care programs for the 25-26 school year. She also noted the many volunteer opportunities with Dive Into Reading Program at West Elementary School, on Tuesdays and Thursday reading to children helping to strengthen their reading skills over the summer.

#### CONSENT AGENDA-MOTION TO APPROVE

##### Approval of the Consent Agenda

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

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

##### 1. Minutes/BOCC Public Meeting 05-13-2025

**Attachments:** [MeetingMinutes 13-May-2025](#)

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

**Attachments:**     [LHAP June 2025.pdf](#)

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

**Attachments:**     [Certificate of Participation](#)  
                              [51% Letter for 6-10-2025](#)

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

**Attachments:**     [Classification & Pay Plan 06-10-25](#)  
                              [Event Manager](#)

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

**Attachments:**     [Securitecture, llc](#)  
                              [First Amendment to Securitecture Agreement \(Jail Conceptual Des](#)  
                              [- CLEAN with attachment](#)

**8. Declaration of Surplus Property**

**Attachments:**     [Surplus Declared 6-09-25](#)

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

**Attachments:**     [Mailout cover letter](#)  
                              [A AID 50563 Easement 43207 OGC signed](#)

**7. Policy/Indigent Burial**

**Attachments:**     Indigent Body Complete.pdf  
This Policy was pulled.

**REGULAR BUSINESS**

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

**Attachments:**     [AP Check Report - Warrants 05-13-25 to 05-22-25](#)

A motion was made by Commissioner Langford, seconded by Commissioner Schaefer, that Accounts and Warrants Drawn Per Schedule of Bills Payable be approved. The motion carried by the following vote:

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

**Recused:**             Hickox

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

**Attachments:**     [2025-05-30 2025-xx Resolution - Ameding Planning Fee Schedule](#)  
                              [PDZ Fee Schedule Revision on 6.10.25](#)

Misty Servia presented a motion to approve the revised Planning and Zoning fee schedule, adding the fee for Administrative Lot Splits. This request is to add the fee of \$200.00, approved by the Board of County Commissioners on May 27, 2025, to the Planning and Zoning fee schedule.

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

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

Enactment No: 2025-041

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

**Attachments:** [23PLN109 A2 DeSoto County Comprehensive Vulnerability Assessment Including Arcadia - For Execution](#)

Justin Smith presented a request to approve Amendment No. 2 to Agreement No. 23PLN109 between the Florida Department of Environmental Protection and DeSoto County as presented. This amendment revises the date of expiration for the grant funding agreement for the County's Vulnerability Assessment grant from June 30, 2025 to June 30, 2026. It also amends certain deliverables which are produced by our contractor Central Florida Regional Planning Council.

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

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

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

**Attachments:** [CFRPC DeSoto ILA Addendum 2](#)

Justin Smith presented a motion to approve the second Addendum to the Interlocal Agreement between The Central Florida Regional Planning Council and DeSoto County, to assist in the completion of a Comprehensive Vulnerability Assessment as presented.

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

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

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

**Attachments:** [Subrecipient Agreement - Hope DeSoto](#)

Justin Smith presented a motion to approve the Subrecipient Agreement Between Hope DeSoto Long Term Recovery Group, Inc and DeSoto County and authorize the Chair or Vice-Chair to sign all related documents in furtherance thereof. An agreement to accept grant funds from Hope DeSoto to aid in the construction of a storage building to house long-term recovery related items.

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

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

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

**Attachments:** [Joint Use Agreement - Hope DeSoto](#)

Justin Smith presented a motion to approve the Joint Use Agreement Between

DeSoto County and Hope DeSoto Long Term Recovery Group, Inc. as presented. This agreement authorizes Hope DeSoto and the County to jointly utilize the storage building, which the County is going to construct, for housing long term disaster related storage items. It also gives clear guidelines for the use and access of the building. There was further discussion as to location of facility, which will be located at the Turner Center.

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

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

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

**Attachments:**      [Resolution](#)  
                              [Summary and Narrative](#)  
                              [2025-101 General Fund-Sheriff](#)  
                              [2025-102 LIHEAP](#)  
                              [2025-103 SHIP](#)

Brian Wagner presented a request to adopt a Resolution /Budget Amendment for Fiscal Year 2024/2025.

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

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

Enactment No: 2025-042

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

**Attachments:**      [RANKEL STILLWAGON CONTRACT 25-14-00](#)  
                              [25-14-00ITB Bid Tabulation](#)

Greg Harris presented a request for approval of the Contract with Rankel Stillwagon Contracting, LLC, for the building renovation of the DeSoto Correctional Institute's Water Treatment Facility. The County issued ITB No. 25-14-00ITB seeking bids for structural and exterior repairs to the County-owned DCI Water Treatment Facility, a pre-engineered metal building originally constructed in 1970. The building has experienced deterioration due to age and environmental exposure. The renovation will address damaged insulation, wall panels, steel framing members, roof components, and gutters to restore the facility's structural integrity and bring it into compliance with current standards. Five bids were received, and staff conducted reference checks prior to recommending award to the lowest responsive and responsible bidder, Rankel Stillwagon Contracting, LLC.

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

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

#### **EMERGENCY ITEMS**

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

**Attachments:**      [SEMCO - Fire 1 Emergency Contract Draft - final with exhibits \(updated\)](#)  
[DeSoto FS 1- Proposal- Options](#)

Mandy Hines presented a request to approve an emergency contract with SEMCO Construction to address longstanding condensation issues at Fire Station One that led to mold growth and staff relocation. Despite previous repair efforts, no permanent solution had been found. A mechanical engineer's evaluation revealed negative air pressure, prompting a comprehensive repair plan including upgraded HVAC systems, sealing entry points, and pouring a concrete deck on the second floor. SEMCO's prior experience with the building and current County work made them the preferred contractor. Approval is sought to expedite the contract, targeting completion by September. Mac McMillen, SEMCO Vice President, shared details of the proposal, including warranty and maintenance discussions. A motion was made by Commissioner Langford, seconded by Commissioner Gross, to approve the Contract. The motion carried by the following vote:

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

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

**Attachments:**      [Resolution](#)  
[Summary and Narrative](#)  
[2025-110 Public Safety](#)

Brian Wagner presented a request to adopt a Resolution /Budget Amendment affecting the Fiscal Year 2024/2025 budget.

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

**Aye:**                      Deriso, Schaefer, Hickox, Langford, and Gross  
Enactment No: 2025-043

#### **ADMINISTRATOR'S REPORT**

Mandy Hines presented the board with the Annual Report for 2024. She stated there has been a delay in the legislative sessions which have impacted our budget, as we just recently received our Constitutional Budget. She reminded the Board of the upcoming budget workshop dates, and tentative public hearing dates. She also discuss the timeline to adopt a legislative budget and how that may impact the county's financial decisions moving forward. With input from County Engineer Mike Giardullo, she recommended using remaining paving funds to urgently repair Kings Highway and SR 72-an area currently set for DOT improvements in 2027, but in critical need now. She also gave feedback from our community about our exceptional staff.

#### **COUNTY ATTORNEY'S REPORT**

Valerie Vicente County Attorney updated the Board about VC holdings and Ocoola Organics filing a request for relief under the Florida Land Use and Environmental Dispute Resolution Act ("FLUEDRA") stating this law allows Developers/Property Owners who believe that an enforcement action of a governmental entity, is unreasonable or unfairly burdens the use of the owner's real property, to challenge decisions made by local governments that they believe unfairly burdens the use of their property. It provides a faster, more collaborative way to address these disputes through a process called "Mediation and Special Magistrate Proceedings." If the property owner who filed the Request for Relief disagrees with the outcome, the property owner



retains the right to pursue the matter in court. She advised her Firm is in the process of appointing a Special Magistrate.

#### **BOARD MEMBER COMMENTS**

Commissioner Schaefer thanked staff for all their hard work. Commissioner Hickox wanted to remind everyone to keep our law enforcement officers and first responders in our thoughts and prayers in light of recent events here and across the country. Commissioner Langford expressed his feelings in regards to the upcoming mediation. Commissioner Gross thanked staff and Semco for all the hard work put into the Mills Building. Commissioner Deriso reminded everyone to be extra cautious and mindful that with school out for summer that there will be more kids outside enjoying their time off.

#### **ADJOURNMENT**

Being no further business before the board, Chairman Deriso adjourned the meeting at 9:53 AM

ATTEST: BOARD OF COUNTY COMMISSIONERS DESOTO COUNTY, FLORIDA

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MANDY HINES  
COUNTY ADMINISTRATOR

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J.C. DERISO  
CHAIRMAN

#### **Boarding Documents 06-10-2025 Public hearing**

**Attachments:** BOCC Non -Agenda Speaker card

**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

7/22/2025

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Item #: 2.

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

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

**TITLE & DESCRIPTION:**

**Agreement/Community Development Block Grant**

**REQUESTED MOTION:**

**To approve the Community Development Block Grant agreement as presented.**

**SUMMARY:**

**The County has been awarded a Federally funded Small Cities Community Development Block Grant (CDBG) in the amount of \$750,000. These funds are awarded for housing rehabilitation. This agenda is to approve the agreement for this grant.**

**BACKGROUND:**

**The County received an award letter by email from Florida Commerce on February 19, 2025 with an award letter dated January 24, 2025 stating the County has been awarded \$750,000 through the CDBG program.**

**FUNDS:**

Budget Amount: N/A  
Actual Agenda Item: N/A  
Cost: N/A  
Account Number: N/A  
Explanation: N/A

Subgrant Contract Number: 25DB-H02

FLAIR Contract Number: H2606

CFDA Number: 14.228

## State of Florida Department of Commerce

### Federally Funded Small Cities Community Development Block Grant (CDBG) Subgrant Agreement – FFY 2023 Funding Cycle

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, (hereinafter referred to as “Commerce”), and **DeSoto County, Florida**, hereinafter referred to as the “Subrecipient” (each individually a “Party” and collectively “the Parties”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS The U.S. Department of Housing and Urban Development (“HUD”) administers the Small Cities Community Development Block Grant (“CDBG”) Program at the Federal level and distributes CDBG grant funds to the states. The State of Florida has received these grant funds from HUD.

WHEREAS, Commerce is the CDBG grantee agency for the State of Florida, designated to receive funds annually for program purposes. Commerce is authorized to distribute CDBG funds to the Subrecipient so that the Subrecipient may develop and preserve affordable housing, provide services to communities, and create and retain jobs in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment A – Project Narrative and Deliverables
- Attachment B – Project Detail Budget (Example)
- Attachment C – Activity Work Plan (Example)
- Attachment D – Program and Special Conditions
- Attachment E – Category Specific Conditions for Housing Rehabilitation
- Attachment F – State and Federal Statutes, Regulations, and Policies
- Attachment G – Civil Rights Requirements
- Attachment H – Reports
- Attachment I – Warranties and Representations
- Attachment J – Audit Requirements and Exhibit 1 to Attachment J – Funding Sources
- Attachment K – Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency.

WHEREAS, Subrecipient hereby represents and warrants that Subrecipient’s signatory to this Agreement has authority to bind Subrecipient to this Agreement as of the Effective Date and that Subrecipient, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Subrecipient’s purposes in accordance with the terms and conditions of this Agreement.

WHEREAS, pursuant to the requirements of Title 2, Code of Federal Regulations (“C.F.R.”), part 200 and 24 C.F.R. § 570.500, the Subrecipient is a subrecipient of the CDBG federal funds and is qualified and eligible to receive these federal funds in order to provide the services identified herein; and

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to perform the duties described herein in this Agreement as follows:

## AGREEMENT

The foregoing whereas clauses are hereby incorporated into this Agreement and made a part hereof.

### (1) Period of Agreement.

This Agreement begins on July 1, 2025, (the “Effective Date”) and ends on July 31, 2028, unless otherwise terminated as provided in this Agreement (“Agreement Period”). Commerce shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to Commerce in its sole discretion, and Commerce’s Deputy Secretary of the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Subrecipient’s control and include a performance plan that demonstrates the Subrecipient’s capacity to perform and complete the remaining project tasks within the extension period. Commerce will also take into consideration the Subrecipient’s progress and verifiable achievements at Commerce’s sole and absolute discretion. Upon expiration or termination of this Agreement, the Subrecipient shall follow the agreement closeout procedures set forth in Attachment H.

### (2) Funding/Consideration.

(a) The funding for this Agreement shall not exceed **Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00)**, subject to the availability of funds. The State of Florida and Commerce’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 chapter 216 F.S., or the Florida Constitution.

(b) Commerce will provide funds to the Subrecipient by issuing a Notice of Subgrant Award/Fund Availability (“NFA”) through Commerce’s financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Subrecipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA. Each NFA issued is hereby incorporated by reference and made a part of this Agreement as if fully set forth herein.

(c) The Subrecipient hereby certifies to Commerce that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG program for which the Subrecipient receives funds from Commerce. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. Commerce has included, and the Subrecipient shall perform, any necessary special conditions added to Attachment D by Commerce, where Commerce’s grant manager determined at the site visit that any of the Subrecipient’s procedures were deficient.

(d) The Subrecipient shall expend funds only for allowable costs and eligible activities and in accordance with the Scope of Work.

(e) The Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form, provided by Commerce, must approve the submission of payment requests on behalf of the Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (16)(g), Mandated Conditions, of this Agreement, all obligations on the part of Commerce to make

any further payment of funds will terminate, and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package within 30 calendar days of receiving notice from Commerce.

(h) The Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Subrecipient to complete any activity set forth in this Agreement or the Project Implementation Deliverables listed in Attachment A. The Subrecipient shall send a representative, either an employee or an elected official, to Commerce's Implementation Workshop for the funding cycle so that it learns its responsibilities under the Agreement. Commerce shall reimburse the travel costs of the representative in accordance with section 112.061, F.S. Failure to send a representative to the Implementation Workshop is an Event of Default as set forth in Paragraph (9) of this Agreement, Events of Default.

### **(3) Repayments.**

(a) The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement Period. The Subrecipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement Period. Pursuant to 24 C.F.R. § 570.489(b), the Subrecipient may request reimbursement for eligible application preparation costs that were listed in the Subrecipient's Application for Funding.

(b) In accordance with section 215.971, F.S., the Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid to the Subrecipient.

(c) The Subrecipient shall refund to Commerce any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided however, the Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines the Subrecipient is at fault for the ineligibility of the activity in question.

(e) The Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by the Subrecipient, within 30 calendar days after Commerce has notified the Subrecipient of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check, draft, or other order for the payment of money is returned to Commerce for collection, the Subrecipient shall pay to Commerce a service fee of \$15.00 or five percent of the face amount of the returned check, draft, or other order for the payment of money, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Florida Department of Commerce" and mailed directly to Commerce at the following address:

Florida Department of Commerce  
Community Development Block Grant Programs  
Cashier  
107 East Madison Street – MSC 400  
Tallahassee, Florida 32399-6508

### **(4) Modification of Agreement.**

(a) Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement, and Commerce may accept or reject any proposed modification based on Commerce's determination, and in its sole discretion, that any such acceptance or rejection is in the State's best interest.

(b) When requesting a modification, the Subrecipient shall electronically submit a cover letter signed by the Subrecipient's Chief Elected Official or by Subrecipient's duly authorized employee, officer, or board member, as evidenced by a written resolution or similar document. The letter must describe the need for the proposed changes and the effect that they will have on the project. If the modification requests a time extension, the letter must provide the justification for the extension. Commerce shall not grant any extension of this Agreement unless the Subrecipient

provides justification satisfactory to Commerce in its sole discretion, and Commerce's designee within the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Subrecipient's control and include a performance plan that demonstrates the Subrecipient's capacity to perform and complete the remaining project tasks within the extension period. Commerce may take into consideration the Subrecipient's progress and verifiable achievements at Commerce's sole and absolute discretion.

(c) If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or state or federal guidance, Commerce may at any time, with written notice of all such changes to Subrecipient, modify this Agreement within its original scope and purpose. Subrecipient shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Subrecipient must be in writing and duly signed by all Parties in order to be enforceable.

## **(5) Records**

(a) The Subrecipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.

(d) The Subrecipient will provide a financial and compliance audit to Commerce, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records on-site to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six years from the date Commerce issues the final closeout (as defined in rule 73C-23.0031(14), F.A.C.) for this award or for a period of three years from the date that Commerce closes out the CDBG program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever is later. The Subrecipient shall ensure that audit working papers are available upon request for a period of six years from the date this Agreement is finally closed, unless extended in writing by Commerce. The six-year period may be extended for the following circumstances:

1. If any litigation, claim, or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.
3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all subrecipients, contractors, subcontractors, and 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 Scope of Work and all other applicable laws and regulations.

(g) The Subrecipient shall comply with the following procedures:

1. Funds that are advanced to the Subrecipient pursuant to this Agreement ("Advanced Funds") shall be maintained in a bank account solely for Advanced Funds. No other funds, whether provided under this Agreement or

otherwise, may be maintained in the Advanced Funds account, and Advanced Funds shall not be maintained in any other account.

2. For all other funds provided under this Agreement, the Subrecipient shall either (i) maintain all such funds in a separate bank account solely for such funds, or (ii) the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all such funds. Regardless of whether the Subrecipient is operating under subsection (i) or subsection (ii), any Advanced Funds under this Agreement shall be maintained in a separate bank account specifically for Advanced Funds.

3. There shall be no commingling of any funds provided under this Agreement with any other funds, projects, or programs. "Commingling" of funds is distinguishable from "blending" of funds, which is specifically allowed by law. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Paragraph (3), Repayments, of this Agreement.

(h) The Subrecipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(i) The Subrecipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient contracts and assignments.

## **(6) Audit Requirements.**

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends \$1,000,000 or more in Federal awards from all sources during each fiscal year of the Agreement Period.

(b) The requirements listed in Attachment J, Part II: State Funded, are not applicable to this Agreement, which is a Federal pass-through award.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to [audit@commerce.fl.gov](mailto:audit@commerce.fl.gov). The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and the Subrecipient. This form is in addition to the Audit Certification Memo, Form SC-47, that must be sent to Commerce if an audit is not required because the local government spent less than \$1,000,000 in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment J, the Subrecipient should send an electronic copy of its audit report or an Audit Certification Memo, Form SC-47, by June 30 following the end of each fiscal year in which it had an open CDBG subaward to the grant manager listed in Paragraph (14), Notice and Contact. The forms referenced in this Agreement are available online at [www.FloridaJobs.org/CDBGSubrecipientInfo](http://www.FloridaJobs.org/CDBGSubrecipientInfo) or upon request from the grant manager listed in Paragraph (14), Notice and Contact.

## **(7) Monitoring.**

(a) The Subrecipient shall monitor its performance under this Agreement, including the performance of any subrecipients, subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being conducted in accordance with the terms and conditions of this Agreement and are accomplished within the specified time periods included in Attachment C - Activity Work Plan and that other performance goals are being achieved. The Subrecipient shall perform a review for each function or activity in Attachment A - Project Narrative and Deliverables, Attachment B - Project Detail Budget, and Attachment C - Activity Work Plan, and shall include the results in the quarterly report.

(b) In addition to reviews of audits conducted in accordance with Paragraph (6), Audit Requirements, monitoring procedures may include, but are not limited to, on-site visits by Commerce staff, or Commerce designees, and limited scope audits. The Subrecipient shall comply and cooperate with any monitoring deemed appropriate by Commerce. If Commerce determines a limited scope audit of the Subrecipient is appropriate, the Subrecipient shall comply with any additional instructions provided by Commerce to the Subrecipient regarding such audit. The Subrecipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, in accordance with section 20.055(5), F.S., or any Federal Office of the Inspector General.

(c) Commerce shall monitor the Subrecipient's performance through desk monitoring and on-site monitoring visits. The Subrecipient shall always and contemporaneously maintain at Subrecipient's work sites and make available to Commerce immediately upon Commerce's request all Agreement records and documentation, including but not limited to: all Subrecipient's consultants' work products produced in contemplation of this Agreement for Subrecipient's Application and pertinent to this Agreement and its implementation. The Subrecipient shall supply data and make records available as necessary for Commerce staff to complete an accurate evaluation of contracted activities. Commerce will issue a monitoring report to the Subrecipient after each monitoring event. The Subrecipient shall reply in writing to any monitoring findings or concerns that require a response within 45 calendar days of its receipt of Commerce's monitoring report. Commerce will clear any findings or concerns in writing once the Subrecipient has successfully addressed them. Commerce will reject a Subrecipient's financial reimbursement request if a required response to a monitoring report is late.

## **(8) Liability**

(a) If the Subrecipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Subrecipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement and shall hold Commerce harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Subrecipient agrees that it is not an employee or agent of Commerce but is an independent contractor.

(c) If the Subrecipient is a state agency or subdivision, as defined in section 768.28, F.S., then the Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against Commerce and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Subrecipient if 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 agreement, subrecipient agreement, contract, or subcontract.

(d) The Subrecipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, or subcontractors; provided, however, that Subrecipient shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

(e) Further, Subrecipient shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Subrecipient's products or Commerce's operation or use of Subrecipient's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Subrecipient's opinion is likely to become the subject of such a suit, Subrecipient may, at Subrecipient's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Subrecipient is not reasonably able to modify or otherwise secure for Commerce



the right to continue using the product, Subrecipient shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

(f) Subrecipient's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Subrecipient (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Subrecipient's sole expense, and (3) assistance in defending the action at Subrecipient's sole expense. Subrecipient shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Subrecipient's prior written consent, which shall not be unreasonably withheld.

(g) The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Subrecipient, retain such monies from amounts due Subrecipient as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Subrecipient or its affiliates to the State against any payments due Subrecipient under any Agreement with the State.

## **(9) Events of Default.**

If any of the following events occur ("Event(s) of Default"), Commerce may, in its sole discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (10), Remedies, or pursue any remedy at law or in equity, without limitation. Commerce may make payments or partial payments after any Event of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Subrecipient in the Subrecipient's Application for Funding, this Agreement, or any previous agreement with Commerce is or becomes false or misleading in any respect, notwithstanding any knowledge on the part of Commerce of any untruth of any such representation or warranty, or if the Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any material adverse change occurs in the financial condition of the Subrecipient at any time during the term of this Agreement, and the Subrecipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by Commerce.

(c) If the Subrecipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by Commerce; or

(d) If the Subrecipient has failed to perform, or timely complete, any of its obligations under this Agreement, including attending Commerce's Implementation Workshop.

## **(10) Remedies.**

If an Event of Default occurs, then Commerce shall, upon 30 calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those 30 calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon 24-hour written notice from the date notice is sent by Commerce, in conformity with Paragraph (13), Notice and Contact.

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement.

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

(d) Demand that the Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; or

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance.

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

3. Advise the Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question.

(f) Pursuing any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure to insist upon strict performance by Commerce will not affect, extend, or waive any other right or remedy available to Commerce or affect the later exercise of the same right or remedy by Commerce for any other default by the Subrecipient.

## **(11) Dispute Resolution.**

Disputes concerning the performance of the Agreement shall be decided by Commerce, which shall reduce the decision to writing and serve a copy on the Subrecipient. The decision will be final and conclusive unless within 21 calendar days from the date of receipt, the Subrecipient files a petition for administrative hearing with Commerce. Commerce's decision on the petition shall be final, subject to the Subrecipient's right to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

## **(12) Termination.**

(a) Commerce may suspend or terminate this Agreement for cause upon 24-hour written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to the Subrecipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, Department of Housing and Urban Development guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) Commerce may terminate this Agreement, in whole or in part, for convenience by providing the Subrecipient 14 calendar days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the subaward will not accomplish the purpose for which the subaward was made, Commerce may terminate the portion of the subaward which will not accomplish the purpose for which the award was made. The Subrecipient shall continue to perform any work not terminated. The Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing as agreed upon by the Parties. The termination must include the effective date of the termination.

(d) In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Subrecipient. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Subrecipient will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

(e) If this Agreement is terminated, the Subrecipient shall not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination. The Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after the Subrecipient's receipt of the termination notice. The Subrecipient shall not be relieved of liability to Commerce because of any breach of the Agreement by the Subrecipient. Commerce may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due Commerce from the Subrecipient is determined.

(f) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

**(13) Notice and Contact.**

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement. All notices sent to the grant manager via email shall copy the CDBG grants management inbox at [CDBGGrantsManagement@commerce.fl.gov](mailto:CDBGGrantsManagement@commerce.fl.gov).

(b) The name and address of the grant manager for this Agreement is:

Sebrina Jones, Government Operations Consultant III  
Florida Small Cities CDBG Program  
Florida Department of Commerce  
107 East Madison Street – MSC 400  
Tallahassee, Florida 32399-6508  
Telephone: (850) 717-8495 – Fax: (850) 922-5609

Email: [Sebrina.Jones@commerce.fl.gov](mailto:Sebrina.Jones@commerce.fl.gov); CC: [CDBGGrantsManagement@commerce.fl.gov](mailto:CDBGGrantsManagement@commerce.fl.gov)

(d) The name and address of the Local Government Project Contact for this Agreement is:

Lauri Benson  
DeSoto County  
201 East Oak Street, Suite 202  
Arcadia, Florida, 34266  
Telephone: (863) 993-4858 - Fax: (863) 993-4643  
Email: [L.Benson@desotobocc.com](mailto:L.Benson@desotobocc.com)

(e) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in Paragraph (14)(a) of this Agreement.

**(14) Contracts.**

(a) If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to Commerce for prior written approval. For each contract, the Subrecipient shall report to Commerce as to whether that contractor, or any subcontractors hired by the contractor, is a minority business enterprise, as defined in section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement. Any contract shall include the applicable Appendix II to 2 C.F.R. part 200 contract provisions for non-federal entity contracts. Documentation must also be maintained on-site by the subgrant Subrecipient. The Subrecipient shall include the following conditions in any contract:

1. that the contractor is bound by the terms of this Agreement.
2. that the contractor is bound by all applicable State and Federal laws, rules, and regulations.
3. that the contractor shall hold Commerce and the Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement.
4. provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The Subrecipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement; and
5. the contractor shall include the foregoing provisions in any contract for the performance of any work contemplated by this Agreement.

(b) For any contract that the Subrecipient executes for administrative services with a consultant that produced work products in contemplation of this Agreement for Subrecipient's Application and pertinent to this Agreement and its implementation, the Subrecipient shall include the following conditions:

1. that all original income survey forms shall be turned over to the Subrecipient; and
2. that copies of any spreadsheets produced to compile survey results shall be given to the Subrecipient.

#### **(15) Terms and Conditions.**

This Agreement, and the attachments and exhibits hereto, contains all the terms and conditions agreed upon by the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

#### **(16) Mandated Conditions.**

(a) The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. **IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.**

(b) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.

(c) The Subrecipient shall comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(d) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list. The Subrecipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(e) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Subrecipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(f) If the Subrecipient is not a local government or state agency and it receives funds under this Agreement from the Federal government, the Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
  2. Have not, within a three-year period preceding this proposal 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 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;
  3. 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 Subparagraph (20)(h)2., Mandated Conditions, of this Agreement; and
  4. 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) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- (h) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.474.
- (i) If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.
- (j) The Subrecipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of 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, F.S.
- (k) The Subrecipient shall comply with section 519 of Public Law 101-144 and section 906 of Public Law 101-625 by having, or adopting within 90 days of execution of this Agreement, and enforcing, the following:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (l) Upon expiration or termination of this Agreement the Subrecipient shall transfer to Commerce any CDBG funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG funds.
- (m) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Sub-subrecipient in the form of a loan) in excess of \$25,000 must either:
1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
  2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

**(17) Lobbying Prohibition.**

- (a) No funds or other resources received from Commerce under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- (b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

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

3. The Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-subrecipients shall certify and disclose as described in this Paragraph (21), above.

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

#### **(18) Copyright, Patent, and Trademark.**

(a) Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Subrecipient to the State of Florida.

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

(c) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Subrecipient shall refer the discovery or invention to Commerce for a determination whether the State of Florida will seek patent protection in its name. If any books, manuals, films, or other copyrightable material are produced, the Subrecipient shall notify Commerce.

(d) Within 30 calendar days of execution of this Agreement, the Subrecipient 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 Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

#### **(19) Duty of Continuing Disclosure of Legal Proceedings.**

(a) Prior to execution of this Agreement, Subrecipient must disclose in a written statement to Commerce's Agreement Manager all on-going civil or criminal litigation, investigations, arbitration, or administrative proceedings involving Subrecipient, and each subcontractor of Subrecipient, that Subrecipient reasonably is aware of and that may impact Subrecipient's performance under this Agreement (collectively "Proceedings"). Thereafter, Subrecipient has a continuing duty to promptly disclose all such Proceedings upon occurrence.

(b) This duty of disclosure applies to Subrecipient's or Subrecipient's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities and may impact Subrecipient's performance under this Agreement. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

(c) Subrecipient shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting Subrecipient's or Subrecipient's subcontractor's business. If the existence of such Proceeding causes the State concern about Subrecipient's ability or willingness to perform this Agreement, then upon Commerce's request, Subrecipient shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Subrecipient will be

able to perform this Agreement in accordance with its terms and conditions; and (ii) Subrecipient and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

## **(20) Public Record Responsibilities**

(a) In addition to the Subrecipient's responsibility to directly respond to each request it receives for records made or received by the Subrecipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Subrecipient shall notify Commerce of the receipt and content of such request by sending an email to [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov) within one business day from receipt of such request.

(b) The Subrecipient shall keep and maintain public records, on-site as required by Commerce, to perform the Subrecipient's responsibilities hereunder. The Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. The Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Subrecipient in conjunction with this Agreement, the Subrecipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., the Subrecipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by Commerce for refusal by the Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Subrecipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Subrecipient"), the Subrecipient shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by Commerce to perform the service. If the Subrecipient transfers all public records to the public agency upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

(e) If Commerce does not possess a record requested through a public records request, Commerce shall notify the Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time. If the Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. A Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Subrecipient shall notify Commerce verbally within 24 chronological hours and in writing within 72 chronological hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. The Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(g) The Subrecipient acknowledges that Commerce is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Subrecipient submits to Commerce under this

Agreement constitute public records under Florida Statutes. The Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S.

(h) If the Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Subrecipient prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to Commerce serves as the Subrecipient's waiver of a claim of exemption. The Subrecipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Subrecipient does not transfer the records to Commerce upon completion, including termination, of the Agreement.

**(i) IF THE SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov), or by mail at Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

(j) To the extent allowable by law, the Subrecipient shall be fully liable for the actions of its agents, employees, partners, Sub-subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, Sub-subrecipients, contractors, or subcontractors, provided, however, that the Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) Commerce does not endorse any Subrecipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of Commerce. The Subrecipient is prohibited from using Agreement information, or Commerce customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from Commerce.

(l) The Subrecipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if the Subrecipient does not comply with this provision.

## **(21) Employment Eligibility Verification.**

(a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.

(b) In accordance with section 448.095, F.S., the State of Florida expressly requires the following:



- (1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- (c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

**(22) Program Income.**

- (a) The Subrecipient shall report to Commerce all program income (as defined at 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report, Form SC-65. The Subrecipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200; 24 C.F.R. part 570; sections 290.046-290.048, F.S.; chapter 73C-23.0051, F.A.C., and the terms of this Agreement.
- (b) The Subrecipient shall return all program income generated after closeout to Commerce. The Subrecipient shall return all program income generated prior to closeout to Commerce unless the program income is used to fund additional units of CDBG activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout. Commerce or the State may require remittance of all or a portion of any balance of a Subrecipient's program income at the end of a program year.

**(23) Independent Contractor.**

- (a) In the Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Subrecipient is always acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Subrecipient shall always remain an independent contractor with respect to the services to be performed under this Agreement.
- (b) The Subrecipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida. Nor shall the Subrecipient represent to others that, as the Subrecipient, it has the authority to bind Commerce unless specifically authorized to do so.
- (c) Neither the Subrecipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
- (d) The Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.
- (e) Unless justified by the Subrecipient and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the Subrecipient or its subcontractor or assignee.
- (f) Commerce shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. The Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement

benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

#### **(24) Executive Order 21-223**

Pursuant to State of Florida Executive Order Number 21-223, Subrecipient shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Subrecipient shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

#### **(25) Legal Authorization**

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind the Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

#### **(26) Contracting with Entities of Foreign Countries of Concern Prohibited:**

In accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference. If applicable, prior to execution of the Contract, Contractor must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

#### **(27) Foreign Influence**

In accordance with section 286.101, F.S., if this Agreement has a value of \$100,000 or more, Contractor shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Contractor represents that it is, and for the duration of this Contract will remain, in compliance with section 286.101, F.S.

#### **(28) Human Trafficking**

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

under penalty of perjury attesting that Contractor does not use coercion for labor or services as defined in section 787.06, F.S.

### **(29) Conflict of Interest**

This Agreement is subject to chapter 112, F.S. Subrecipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Subrecipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Subrecipient or Subrecipient's affiliates.

### **(30) Abuse, Neglect, and Exploitation Incident Reporting**

In compliance with sections 39.201 and 415.1034, F.S., an employee of Subrecipient who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.myflfamilies.com/services/abuse>, or via fax at 1-800-914-0004.

### **(31) Assignments and Subcontracts**

(a) Subrecipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Any Subrecipient's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void ab initio. Commerce will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Subrecipient. Subrecipient need not seek prior written consent of Commerce for subcontracts issued hereunder if the subcontract requires the subcontractor to comply with the applicable terms and conditions of this Agreement and applicable state and federal law.

(b) Subrecipient shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If Commerce permits Subrecipient to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, Subrecipient shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If the State of Florida approves transfer of Subrecipient's obligations, Subrecipient remains responsible for all work performed and all expenses incurred in connection with this Agreement. Subrecipient, at Subrecipient's expense, shall defend Commerce against all Subrecipient's subcontractors' claims of expenses or liabilities incurred under subcontracts.

(c) Subrecipient shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, or agents performing work under this Agreement. Upon request, Subrecipient shall furnish a copy of technical certification or other proof of qualification. All Subrecipient's employees, subcontractors, or agents performing work under this Agreement shall comply with all Commerce security and administrative requirements detailed herein. Commerce may conduct, and Subrecipient shall cooperate with all security background checks or other assessments of Subrecipient's employees, subcontractors, or agents. Commerce may refuse access to or require replacement of any of Subrecipient's employees, subcontractors, or agents for cause, including, but not limited to technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements. Such refusal shall not relieve Subrecipient of its obligation to perform all work in compliance with this Agreement. For cause, Commerce may reject and bar any of Subrecipient's employees, subcontractors, or agents from any facility.

(d) This Agreement shall bind the successors, assigns, and legal representatives of Subrecipient and of any legal entity that succeeds to the obligations of the State of Florida. The State of Florida may assign or transfer its rights, duties, or obligations under this Agreement to another governmental Subrecipient in the State of Florida.

(e) In accordance with section 287.0585, F.S., and unless otherwise agreed upon in writing between Subrecipient and subcontractor, Subrecipient shall pay each Subrecipient's subcontractor within seven working days of receiving Commerce's full or partial payments. Subrecipient's failure to comply with the immediately preceding sentence shall result in a penalty charged against Subrecipient and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due.

(f) Subrecipient shall provide to Commerce a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. Commerce's Minority Coordinator can be reached at (850) 245-7472 to answer concerns and questions.

(g) This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

The remainder of this page left blank intentionally.

**State of Florida**  
**Department of Commerce**  
**Federally Funded Subgrant Agreement**  
**Signature Page**

Subgrant Contract Number: 25DB-H02  
FLAIR Contract Number: H2606

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in all Attachments and Exhibits hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they have read and understand the Agreement and Attachments and Exhibits’ terms and conditions on the day, month, and year set forth below.

**DeSoto County, Florida**

**Florida Department of Commerce**

By: _____	Date: _____	By: _____	Date: _____
(Authorized Signature)		(Authorized Signature)	
Name: _____	J.C. Deriso	Name: _____	J. Alex Kelly
Title: _____	Chairman	Title: _____	Secretary
Federal Tax ID#: _____	59-6000579		
Unique ID #: _____	GH9DBEQV5KK3		

Approved as to form and legal sufficiency,  
subject only to the full and proper execution  
by the Parties

**Office of the General Counsel**  
**Florida Department of Commerce**

By: \_\_\_\_\_  
  
Approved Date: \_\_\_\_\_

## Attachment A – Project Narrative and Deliverables

1. **PROJECT NARRATIVE:** DeSoto County (“Subrecipient” or “County”) has been selected to participate in the Small Cities Community Development Block Grant (“CDBG”) Program. The Subrecipient will use \$750,000.00 awarded under the housing rehabilitation category of the FFY 2023 Small Cities CDBG Program to assist residents throughout the unincorporated area of the County. Necessary repairs may be provided in the form of renovation or demolition and replacement of existing housing units. At a minimum, eleven (11) housing units whose occupants qualify as low- to moderate-income (LMI) households will be rehabilitated and brought into compliance with the local housing code and the U.S. Department of Housing and Urban Development’s (“HUD”) Section 8 requirements. Six (6) of the eleven (11) households served will be occupied by persons who qualify as “low-income;” another two (2) of the eleven (11) households served will be occupied by persons who qualify as “very low-income.” Additional LMI housing units may be served if adequate funds remain in the budget after the eleven (11) contracted housing units are completed.

Temporary relocation assistance will be provided to residents that are unable to remain in the home during construction, as needed.

2. **SUBRECIPIENT RESPONSIBILITIES:** The Subrecipient shall timely perform the Deliverables and Tasks described in Attachment A – Project Narrative and Deliverables, and in doing so, the Subrecipient shall comply with all the terms and conditions of this Agreement. The Subrecipient shall agree to a written budget (“Project Detail Budget”), subject to the approval of Commerce and in conformity with the current example attached hereto as Attachment B. The Project Detail Budget must identify the maximum reimbursement allowed for the Deliverables and Tasks described in Attachment A. The Subrecipient shall also agree to and shall timely perform the activities as specified within an Activity Work Plan, subject to the approval of Commerce and in conformity with the current example attached hereto as Attachment C. The Project Budget Detail and the Activity Work Plan may be modified by the unilateral determination of Commerce or by mutual consent of the Parties.

### Project Implementation Deliverable

Tasks that are eligible for reimbursement under the Project Implementation Deliverable are as follows:

- Paid application preparation costs,
- Developed policies for the Subrecipient to adopt related to special conditions listed in this subgrant agreement,
- Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Subrecipient’s area,
- Conducted activities related to the HUD-required environmental review,
- Prepared public notices for publication,
- Submitted public notices for publication,
- Attended pre-bid conference, bid opening or preconstruction meeting,
- Reviewed Household Income Certification Forms for households being hooked up to new utility services,
- Attended meetings of the Subrecipient’s local governing body to provide progress reports on subgrant activities,
- Prepared documentation for and attend on-site monitoring visits by Commerce,
- Prepared requests for funds for submission by the Subrecipient’s authorized employee,
- Prepared subgrant modification documents for the Subrecipient to submit to Commerce,
- Prepared the Administrative Closeout Report for submission by the Subrecipient,
- Prepare and submit detailed quarterly progress report, Section 3 or MBE/WBE report to Commerce,
- Responded to citizen complaints,
- Prepared responses to monitoring findings and concerns for Subrecipient to submit to Commerce or HUD,
- Paid advertising costs of public notices and invitations to bid,
- Paid permit fees,
- Paid legal fees,
- Paid invoices for environmental review activities other than advertising,
- Paid CDBG portion of required audit, and
- Submitted requests for funds to Commerce.

## Attachment A – Project Narrative and Deliverables

### Temporary Relocation Assistance Deliverable

- Paid temporary relocation expenses for households that are eligible under the Subrecipient's Housing Assistance

### Housing Rehabilitation Deliverable

The following items are eligible for reimbursement under Task 2:

- Title searches,
  - Property surveys,
  - Site-specific environmental review costs,
  - Work write-up costs,
  - Lead-based paint testing or abatement,
  - Asbestos inspection or abatement,
  - Termite inspection or treatment,
  - Purchase of house plans for a demolition/rebuild,
  - Filing fees for deferred payment loans and other required documents,
  - Septic tank inspection(s) performed by a licensed septic tank contractor (see Florida Department of Health for list of qualified contractors), and
  - Other environmental studies, such as Phase I and/or Phase II.
3. **COMMERCE RESPONSIBILITIES:** Commerce shall receive and review the Deliverables and, upon Commerce's acceptance of the Deliverables and receipt of the Subrecipient's pertinent invoices in compliance with the invoice procedures of this Agreement, Commerce shall process payment to the Subrecipient in accordance with the terms and conditions of this Agreement.
4. **DELIVERABLES:** Subrecipient agrees to provide the following services as specified:

<b>Deliverable</b>	<b>Minimum Level of Service (to submit for request for payment)</b>	<b>Financial Consequences</b>
<b>Project Implementation</b> The Subrecipient shall complete eligible project implementation tasks as detailed in Attachment A, Section 2 – Subrecipient Responsibilities, Project Implementation Deliverable.	The Subrecipient shall be reimbursed upon completion of a minimum of one (1) project implementation task on a per completed task basis as detailed in Attachment A, Section 2 – Subrecipient Responsibilities, Project Implementation Deliverable; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
<b>Deliverable</b>	<b>Minimum Level of Service (to submit for request for payment)</b>	<b>Financial Consequences</b>
<b>Temporary Relocation Assistance</b> The Subrecipient shall provide temporary relocation assistance as detailed in Attachment A, Section 2 – Subrecipient Responsibilities, Temporary Relocation Assistance Deliverable.	The Subrecipient shall be reimbursed for temporary relocation assistance provided for a minimum of one (1) home as detailed in Attachment A, Section 2 – Subrecipient Responsibilities, Temporary Relocation Assistance Deliverable; evidenced by invoice(s) noting expense(s).	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.

## Attachment A – Project Narrative and Deliverables

<b>Deliverable</b>	<b>Minimum Level of Service (to submit for request for payment)</b>	<b>Financial Consequences</b>
<p><b>Housing Rehabilitation</b> The Subrecipient shall complete rehabilitation services to at least the minimum number of number low-to moderate-income homes listed in Attachment A, Section 1 – Project Narrative and Attachment A, Section 2, - Subrecipient Responsibilities, Housing Rehabilitation Deliverable.</p> <p>Task 1: Construction to rehabilitate or demolish/rebuild home(s)</p> <p>Task 2: Rehabilitation Services</p>	<p>Task 1: The Subrecipient shall be reimbursed upon completion of a minimum of twenty percent (20%) of the rehabilitation activities for one (1) home. As evidence of percent completion, the Subrecipient shall provide completed Commerce-approved forms, documenting the percent completion for the home and the associated costs, signed by the contractor and certified by the housing specialist or building inspector for the project.</p> <p>Task 2: The Subrecipient shall be reimbursed upon completion of a minimum of one (1) rehabilitation services task on a per completed task basis as detailed in Attachment A, Section 2, - Subrecipient Responsibilities, Housing Rehabilitation Assistance Deliverable; evidenced by invoice(s) noting completed tasks.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
<b>TOTAL AWARD NOT TO EXCEED: \$750,000.00</b>		



## Attachment B – Project Detail Budget (Example)

Subrecipient: \_\_\_\_\_ Modification Number: N/A Contract Number: \_\_\_\_\_

Activity		Accomplishments		Beneficiaries				Budget			
Activity #	Description	Unit	Number	VLI	LI	MI	All	CDBG Amount	Other Funds	Source*	Total Funds
1. Project Implementation											
2. Relocation / Engineering											
3. Construction											
Totals:											

\* Show the sources and amounts of “Other Funds” needed to complete the project below, including local funds, grants from other agencies and program income.

Source	Other Funds Counted as Leverage	Other Funds Not Counted as Leverage
1.		
2.		
3.		
4.		
5.		

Attachment C – Activity Work Plan (Example)

Subrecipient  
:

Activity:

Project Budget:

Contract Number:

Date Prepared:

Modification Number: N/A

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” <i>Examples of Actions:</i> Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to Commerce.	Estimated Units to be Completed by the “End Date”	Estimated Funds to be Requested by the “End Date”

## Attachment D – Program and Special Conditions

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### Program Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion.
  - a. Within 120 calendar days of the subgrant execution date, the Subrecipient shall complete the following activities:
    - Request approval for all professional service contracts; and
    - Submit an initial payment request for administrative services, if applicable.
  - b. Within 180 calendar days of the subgrant execution date, the Subrecipient shall complete the following activities:
    - Complete the environmental review and submit the Request for Release of Funds and Certification (form HUD-7015.15) to Commerce for review; and
    - Request a wage decision(s) using Commerce form SC-56 for applicable construction activities if points were received on the application for “Readiness to Proceed;”
  - c. The Subrecipient shall advertise for its construction procurement within 30 calendar days after receiving its Authority to Use Grant Funds (form HUD-7015.16) and Commerce’s written acceptance of the plans and specifications if Subrecipient received points for “Readiness to Proceed” on its Application for Funding.
  - d. If the Subrecipient did not receive points for “Readiness to Proceed,” it must request a wage decision(s) using Commerce form SC-56 at least 30 days before advertising for its construction procurement.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in Attachment B -Project Detailed Budget, Attachment A- Project Narrative and Deliverables, Subrecipient Responsibilities, and Attachment C - Activity Work Plan.
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Small Cities CDBG Application for Funding submitted to Commerce, unless pre-agreement costs were approved in writing by Commerce.
4. The Subrecipient shall not exclude any firm from submitting a bid or proposal for any work funded partially or wholly with CDBG funds based on a minimum experience requirement. However, a firm’s experience can be considered as an evaluation factor in the ranking for professional services and taken into account in evaluating the “responsibility” of a firm when determining the “low, responsive, responsible bidder” for services procured through bids, as required by 2 C.F.R. § 200.319(a).
5. CDBG procurement for consultant services and construction activities requires public notice in a newspaper of general circulation in the county where the Subrecipient is located. The public notice shall include the following criteria for the procurement process to meet legal requirements and be approved:
  - a. If the notice is published in a newspaper that is located in an Office of Management and Budget (OMB) designated metropolitan statistical area (MSA), only one responsible and responsive bid or proposal is needed to complete the procurement process. If the notice is not published in a newspaper that is located in an MSA, at least three responsible and responsive bids or proposals must be received by the Subrecipient to complete the procurement process.
  - b. A Subrecipient, whose newspaper of general circulation is not located in a MSA, may advertise in both a local newspaper and a newspaper in a nearby MSA. In this case, only one responsible and responsive bid or proposal would be needed to complete the procurement process.

## Attachment D – Program and Special Conditions

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- c. The public notice must be published at least 12 days before the deadline for receipt of the proposals or bids. For construction activities, the public notice period shall conform to section 255.0525, F.S. regarding the numbers of days between publishing the notice and bid opening.
- d. Nothing in subparagraphs a., b., or c., above shall preclude the Subrecipient from using additional media to solicit bids related to procurement of professional services and construction activities.
- e. Each public notice for procurement of CDBG professional services, except for application preparation, must identify either the CDBG funding cycle or the CDBG contract number. In the absence of any identifier, the procurement will be presumed to be for the CDBG funding cycle closest to the publication date of the notice.
- f. In procuring services for subgrant administration, the public notice or the Request for Proposals must include all the criteria that will be used to evaluate and score the proposals. Any firm that assists the Subrecipient in developing or drafting criteria used in the Request for Proposals (RFP) shall be excluded from competing for the procurement as required by 2 C.F.R. § 200.319(a); and
- g. Any Request for Proposals (RFP) which includes more than one service shall provide the following:
  - Proposals may be submitted for one or more of the services.
  - Qualifications and proposals shall be separately stated for each service; and
  - Separate evaluations shall be done on the proposals for each service.

If separate procurements result in one firm being selected for both application and administration services, those services may be combined into one contract provided there are separate scopes of work and a separate fee for each service.
6. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published RFP.
7. The Subrecipient is not required to publish a RFP for subgrant administration if it decides to contract with its Regional Planning Council to administer the subgrant.
8. A Subrecipient whose application received “Readiness to Proceed” points may use the design engineer for services during construction if Commerce determines that the procurement for design services is compliant with 2 C.F.R. part 200 and the RFP specifically included services during construction in the scope of work.
9. For construction procurement, if other funding sources will be included in the bid documents, the activities to be paid for with CDBG funds must be shown separately so that the bid proposal identifies the CDBG activities and the amount of the contract to be reimbursed with CDBG funding.
10. Construction contracts shall be awarded to the low, responsive and responsible bidder. If all bids exceed the available funds, the Subrecipient can apply one or more deductive bid alternates to determine the low, responsive and responsible bidder. The Subrecipient can reject all bids if they exceed the available funds and republish the notice.
11. The Subrecipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG funds. Copies of the following procurement documents must be provided to Commerce for review:
  - a. A copy of the Request for Proposals (RFP);
  - b. A copy of the RFP advertisement, including an affidavit of publication from the newspaper.
  - c. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
  - d. Documentation of all efforts to get MBE/WBE firms to submit proposals.

## Attachment D – Program and Special Conditions

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- e. For engineering/architecture contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);
- f. Completed and signed final evaluation/ranking forms for all firms submitting a proposal and a scoring summary sheet.
- g. A copy of the cost analysis for administrative services procurements, or if multiple responses to the RFP were received, a copy of the price analysis.
- h. A copy of a cost analysis for all procurements of engineering services.
- i. A copy of the minutes from the commission/council meeting approving contract award.
- j. A copy of the proposed contract.
- k. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000.00
- l. If a protest was filed, a copy of the protest and documentation of resolution.
- m. The Subrecipient shall request Commerce's approval of a single source procurement if only one firm was considered, and the contract exceeds \$35,000. The Subrecipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from Commerce. Failure to secure prior written approval shall relieve Commerce of any obligation to fund the said procurement contract or agreement. Commerce shall disallow any payments to the Subrecipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Subrecipient has not obtained Commerce's approval; and
- n. If a regional planning council or another local government is selected to administer subgrant activities, the Subrecipient shall submit only a copy of the contract or agreement and cost analysis information.

Commerce will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG funds to pay for professional services.

- 12. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed \$5,000, and for Economic Development Grants, not to exceed \$8,000, the Subrecipient shall complete the following:
  - a. Submit for Commerce's approval the documentation required in paragraph 11 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before Commerce approves the procurement. If Commerce does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond \$5,000 [\$8,000 for Economic Development].
  - b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. **The Subrecipient shall not commit funds or begin construction before Commerce has issued the "Authority to Use Grant Funds."**
  - c. The Subrecipient shall obtain approval from Commerce prior to requesting CDBG funds for engineering activities and costs which are additional engineering services as defined in rules 73C-23.0031(1)(a)-(l), F.A.C.
- 13. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the

## Attachment D – Program and Special Conditions

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Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

14. For Neighborhood Revitalization, Commercial Revitalization and Economic Development projects, the Subrecipient shall, prior to being reimbursed for more than \$15,000 for administrative services, provide to Commerce a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Subrecipient shall also furnish Commerce, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$35,000. Additionally, the Subrecipient shall not publish any request for bids for construction purposes or distribute bid packages until Commerce has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
  
15. For each procured construction contract or agreement in the Neighborhood Revitalization, Commercial Revitalization and Economic Development categories for which CDBG funding will be requested, the Subrecipient shall submit the following procurement documents:
  - a. A copy of the bid advertisement, including an affidavit of publication.
  - b. Documentation of the Subrecipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract.
  - c. A copy of the bid tabulation sheet.
  - d. A copy of the engineer's recommendation to award.
  - e. A letter requesting sole source approval, if applicable.
  - f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and.
  - g. Completed copies of the following forms for all prime contractors and subcontractors:
    - Form SC-51 – Bidding Information and Contractor Eligibility.
    - Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
    - Form SC-52 – Section 3 Participation Report (Construction Prime Contractor).
    - Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
    - Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and.
    - Form SC-54 (if applicable) – Documentation for Business Claiming Section 3 Status

For each procured construction contract or agreement in Housing Rehabilitation projects for which CDBG funding will be requested, the Subrecipient shall submit the following procurement documents for all prime contractors and subcontractors:

- a. Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);

## Attachment D – Program and Special Conditions

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- b. Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
  - c. Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
  - d. Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).
16. For each procured construction contract or agreement in the Neighborhood Revitalization, Commercial Revitalization and Economic Development categories, if a job classification needed to complete a construction activity is not included in the Davis-Bacon Act wage decision that was previously obtained from Commerce, the Subrecipient shall request an additional classification using Form SC-57 - Employee/Employer Wage-Scale Agreement after the construction contract has been awarded.
17. For each Commercial Revitalization, Economic Development and Neighborhood Revitalization projects, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to Commerce:
  - a. Notice to Proceed.
  - b. The contractor's performance bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1; and
  - c. The contractor's payment bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1.
18. The Subrecipient shall submit a certification that it will affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b).
19. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Subrecipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on the Project Detail Budget. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Subrecipient's submission of the administrative closeout package for this Agreement, except for the following costs:
  - Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
  - The CDBG portion of the cost of post-administrative closeout audits.
20. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five years.
21. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).



## Attachment D – Program and Special Conditions

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22. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. 67, and Guidelines for Rehabilitating Historic Buildings.
23. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to Commerce within 30 calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
  - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-funded activity; and
  - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
24. If required, the Subrecipient shall submit a final Form HUD 2880, to Commerce with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
25. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S., and rule 73C-23.0051(7), F.A.C.
26. Any payment by the Subrecipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the Subrecipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.
27. The Subrecipient shall take photographs of all activity locations from multiple angles prior to initiating any construction. As the construction progresses, additional photography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.
28. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.



## **Attachment D – Program and Special Conditions**

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29. If necessary, the Subrecipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Subrecipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

### **Special Conditions**

Not Applicable.

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## **Attachment E – Category Specific Conditions for Housing Rehabilitation**

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1. The Subrecipient shall only provide assistance for the rehabilitation of and/or for the hookup of utilities to housing units that are occupied by very low-, low- and moderate-income persons to meet the “National Objective” of providing assistance to low- and moderate-income persons. If a National Objective is not be met for an activity, all CDBG funds received for the activity must be repaid.
2. The Subrecipient shall ensure that no rehabilitation contract between a very low-, low- or moderate-income homeowner and a contractor is signed before the Authority to Use Grant Funds has been issued and the site-specific environmental review for the home has been approved by Commerce.
3. For a county Subrecipient, all housing units that are rehabilitated shall be located in the unincorporated portion of the county. For a municipal Subrecipient, all housing units that are rehabilitated shall be located within the jurisdictional limits of the Subrecipient.
4. The Subrecipient must comply with its Housing Assistance Plan (HAP) that was provided to Commerce as part of the application process. Commerce approval is required for HAP revisions made after the application deadline. The Subrecipient agrees that the HAP will be followed unless waived by the governing body.
5. Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors licensed by the Florida Department of Business & Professional Regulation. All work performed on a septic tank or an issue related to a septic tank shall be performed by a licensed septic tank contractor certified by the Florida Department of Health.
6. Rehabilitation of all housing units funded in part or in full with CDBG funds must be in compliance with the current Florida Building Code – Existing Buildings, as well as local building codes and local maintenance codes. If housing units must be replaced, construction of new units must be in full compliance with current Florida Building Code.
7. The Subrecipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting in the rehabilitation case file for that structure that the Subrecipient and the beneficiary are in compliance with the Flood Disaster Protection Act of 1973, as amended. This documentation must address such things as elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a 100-year floodplain that is rehabilitated to any extent with CDBG funds shall be insured under the National Flood Insurance Program. The flood insurance must be at least equal to the amount spent on the rehabilitation. Homeowners in a 100-year floodplain that do not maintain flood insurance will be exempt from receiving future federal disaster related funds per section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a.
8. When CDBG funds are expended to acquire property through a voluntary process for the purpose of assisting low- and moderate-income households to relocate out of a 100-year floodplain, the following shall apply:
  - a. Future development of the property acquired shall be prohibited, unless the use does not increase the property’s impervious surface.
  - b. The local government may retain title to the property or transfer the title to a land conservancy agency or program, subject to Commerce approval, at Commerce sole and absolute discretion.
  - c. The beneficiaries shall agree in writing to relocate permanently outside the 100-year floodplain.
  - d. Any beneficiaries who subsequently relocate into a 100-year floodplain shall not be provided any direct benefit with CDBG funds at any future point in time, and this restriction shall be noted in the relocation document signed by the beneficiaries in subparagraph 8.c., above; and

## **Attachment E – Category Specific Conditions for Housing Rehabilitation**

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- e. All structures on the property shall be demolished or relocated out of the floodplain.
9. The Subrecipient shall adopt and implement procedures to fulfill regulatory and statutory requirements relating to Lead-Based Paint pursuant to 24 C.F.R. 570.487 and 24 C.F.R. 35, Subparts B, J, and R, as incorporated in Rule 73C-23.0030, F.A.C. A Subrecipient can request reimbursement from the housing rehabilitation line item of its budget for the cost of a lead-based paint inspection prior to the home's site specific environmental review being approved because it is part of the environmental review process. The Subrecipient is required to:
    - a. Prohibit the use of lead-based paint;
    - b. Notify potential beneficiaries of the hazards of lead-based paint;
    - c. inspect properties built before 1978 prior to initiating rehabilitation to determine if lead-based paint is present;
    - d. If lead-based paint is found, undertake appropriate protection of workers and occupants during the abatement process;
    - e. Ensure proper lead-based paint clean up and disposal procedures are used; and,
    - f. Retain records of enforcement and monitoring for at least six years after final closeout of the subgrant.
  10. The Subrecipient shall also adopt and implement procedures to fulfill regulatory and statutory asbestos related requirements per 40 CFR Part 61, Subpart M (61.145 and 61.150) established by the U.S. Environmental Protection Agency Clean Air Act Section 112 under the National Emissions Standards for Hazardous Air Pollutant (NESHAP). A Subrecipient can request reimbursement from the housing rehabilitation line item of its budget for the cost of asbestos inspection prior to the home's site-specific environmental review being approved because it is part of the environmental review process. The Florida Department of Environmental Protection (FDEP) administers the asbestos removal program under Chapter 62-257, F.A.C. and requires:
    - a. Inspection of properties by a licensed inspector for the rehabilitation or demolition of homes in close proximity to one another or as part of a larger project;
    - b. Notification provided to the appropriate FDEP office of asbestos removal with a notice of demolition or asbestos renovation within 10 working days before activities begin; and
    - c. Removal of asbestos by a licensed asbestos contractor.
  11. Mobile homes constructed before 1993 shall not be rehabilitated. If a homeowner of a mobile home constructed before 1993 is selected for assistance, the Subrecipient shall replace the mobile home with either a new site-built home or a new mobile home.
  12. Change orders for housing rehabilitation or reconstruction shall be approved by the housing unit owner or his or her representative, the contractor, and a representative of the Subrecipient prior to initiation of work based on that change order.
  13. To document completion of construction, each housing unit case file shall contain the following information:
    - a. A statement from the licensed contractor certifying that all items on the initial work write-up and those modified through change orders are complete.
    - b. An acknowledgment that the housing unit meets the applicable local building code and Section 8 Housing Quality Standards, signed and dated by the local building inspector and the local government's housing rehabilitation specialist.
    - c. A copy of the contractor's license;

## **Attachment E – Category Specific Conditions for Housing Rehabilitation**

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- d. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or his or her representative refuses to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal; and
  - e. A 12-month warranty of work and materials from the contractor to the homeowner that begins when the Certificate of Occupancy or the Certificate of Completion are issued.
14. If homes to be rehabilitated with CDBG grant funds will be selected from an existing list of State Housing Initiatives Partnership (SHIP) applicants rather than a public notice soliciting applications, the homes from the SHIP applicants list shall be prioritized using the ranking procedure established in the CDBG HAP. The ranking procedure will be reviewed during monitoring and compared to the list of homes rehabilitated.
15. The following data will be provided, by housing unit, as part of the administrative closeout for each activity providing direct benefit (e.g., housing rehabilitation, temporary relocation, hookups, etc.), summarized by activity and submitted with the administrative closeout package:
- a. Name of each head of household and address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG and non-CDBG funds spent on that housing unit.
  - b. Whether the head of household is female, if the household includes someone who is handicapped or elderly, the number of handicapped persons in the household, the number of elderly persons in the household, and the moderate-income, low-income or very low-income status of the household.
  - c. The number of occupants in the household, categorized by gender; and
  - d. The racial demographics and ethnicity of the head of each household using the following descriptions:
    - 1) White,
    - 2) African American,
    - 3) Asian,
    - 4) American Indian or Alaskan Native,
    - 5) Native Hawaiian/Pacific Islander,
    - 6) American Indian or Alaskan Native and White
    - 7) Asian and White,
    - 8) African American and White,
    - 9) American Indian/Alaskan Native and African American, or
    - 10) Other Multi-Racial; and
    - 11) If the head of household is Hispanic

## **Attachment F – State and Federal Statutes, Regulations, and Policies**

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (<https://www.hudexchange.info/community-development/cdbg-memoranda/>);
9. Applicable HUD Community Planning and Development Notices (<https://www.hudexchange.info/manage-a-program/cpd-notices>);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act.
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act.
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508).
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.).
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 300f, et seq.);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable.
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219).
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally Assisted Programs at 49 C.F.R. part 24.
26. Copeland “Anti-Kickback” Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851–4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4;
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247);
32. Clean Air Act (42 U.S.C. §§ 7401-7671q), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50); and
33. Whistleblower Protection enacted by Section 828 of P.L. 112-239 and permanently extended under P.L. 114-261.

## Attachment G – Civil Rights Requirements

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### Fair Housing

As a condition for the receipt of CDBG funds, each Subrecipient must certify compliance with certain Fair Housing requirements. Each Subrecipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls.
- 3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website.
- 4) Establish a system to record the following for each fair housing call:
  - a) The nature of the call,
  - b) The actions taken in response to the call,
  - c) The results of the actions taken, and
  - d) If the caller was referred to another agency, the results obtained by the referral agency,

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

## **Attachment G – Civil Rights Requirements**

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### **Equal Employment Opportunity**

As a condition for the receipt of CDBG funds, each Subrecipient must certify that it and the contractors, subcontractors, Sub-subrecipients and consultants that it hires with CDBG funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, Sub-subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics.
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls.
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call:
  - a) The nature of the call,
  - b) The actions taken in response to the call, and
  - c) The results of the actions taken.

Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and Veteran owned business enterprises (VBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority and women-owned businesses that can be used to develop a local MBE/WBE/VBE list at the following website: <https://osd.dms.myflorida.com/directories>.

### **Section 504 and the Americans with Disabilities Act (ADA)**

As a condition for the receipt of CDBG funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
  - a) Has a physical or mental impairment which substantially limits one or more major life activities.
  - b) Has a record of such an impairment; or
  - c) Is regarded as having such an impairment.
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls.
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and



## Attachment G – Civil Rights Requirements

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- 4) Establish a system to record the following for each Section 504/ADA call:
  - a) The nature of the call,
  - b) The actions taken in response to the call, and
  - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

### Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-funded projects. The total number of labor hours worked, and hours worked by Section 3 workers shall be reported in the comment section of the quarterly report.

The following clause is required to be included in all CDBG-funded contracts.



## Attachment G – Civil Rights Requirements

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### *Section 3 Required Language*

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. Contracts and subcontracts subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of Section 3.

### **Whistleblower Protection**

The following clause, is required to be included in all federally funded subawards and contracts over the simplified acquisition threshold:

Pursuant to Section 828 of Pub. L 112-239, "National Defense Authorization Act for Fiscal Year 2013" and permanently extended through the enactment of Pub. L 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Subrecipients, their Sub-subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior to the effective date of this provision.

## Attachment G – Civil Rights Requirements

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### Civil Rights Regulations

As a condition for the receipt of CDBG funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding.
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin.
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988).
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing.
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record.
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels.
7. Age Discrimination Act of 1975.
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing.
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin.
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities.
11. Executive Order 11063 – Equal Opportunity in Housing.
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended –Economic Opportunities for low- and very low-income persons.

By signing this agreement, the Subrecipient certifies that it shall comply with all the provisions and Federal regulations listed in this attachment.

## Attachment H – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (9) Default, of this Agreement. If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed, or Commerce may take other action as stated in Paragraph (10) Remedies or otherwise allowable by law.

1. A **Quarterly Progress Report**, Form SC-65, must be submitted to Commerce 15 calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15. The quarterly report shall include: a summary of work performed during the reporting period; photographs taken to date; a percent of work completed for each task; a summary of expenditures since the effective date; the total number of labor hours worked; and a summary of any issues or events occurring which affect the ability of the Subrecipient to meet the terms of this Agreement.
2. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05360>; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the Commerce's SERA reporting system at <https://deosera.my.salesforce.com/>. The form must reflect all contractual activity for the period, including Minority Business Enterprise, Woman Business Enterprise, and Veteran Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".
3. The **Administrative Closeout Report**, Form SC-62, must be submitted to Commerce within 45 calendar days of the Agreement end date or within 45 days of the completion of all activities. The Subrecipient must provide all applicable information requested on the closeout report form. The Administrative Closeout Report cannot be submitted to Commerce before the Subrecipient has submitted its Final Request for Funds.

Subrecipients of an Economic Development agreement shall not submit an administrative closeout package until the cost per job is less than \$10,000 or until one year after the date that all CDBG-funded activities were completed, whichever comes first.

The following documentation shall be provided with the Administrative Closeout Report:

- a. Certification that all project activities have been completed, inspected and approved by all parties prior to the subgrant end date and submission of the closeout report.
  - b. Documentation of any leverage expended after the last on-site monitoring visit.
  - c. Documentation that all citizen complaints related to the project have been resolved.
  - d. A list of the homes receiving direct benefit, if applicable; and,
  - e. Certification that each housing unit assisted was located within the Subrecipient's jurisdictional boundaries for Housing Rehabilitation subgrants.
  - f. For housing rehabilitation projects, documentation that all homeowners have signed forms stating that they have accepted the improvements.
  - g. Copies of all remaining pre-construction, construction and post-construction photographs of all CDBG-funded activities submitted as .jpeg or .tiff files not previously submitted with quarterly reports.
4. In accordance with 2 C.F.R. part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to Commerce no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not

## Attachment H – Reports

meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to Commerce no later than nine months from the end of the Subrecipient’s fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to [audit@commerce.fl.gov](mailto:audit@commerce.fl.gov) within 60 calendar days of the end of each fiscal year in which this subgrant was open.
6. **Section 3 Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 C.F.R. § 75.25(a). Sub-subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the Sub-subrecipient’s qualitative efforts must be reported in a manner required by 24 C.F.R. § 75.25(b).

Section 3 compliance efforts must be reported through Commerce’s SERA reporting system by July 31, annually. Commerce maintains a Section 3 Summary Report form which must be used to report annual accomplishments regarding employment, labor hours worked, and other economic opportunities provided to persons and businesses that meet “Section 3” requirements.

7. **Requests for Funds.** Payment requests must be submitted in accordance with the timelines included on Attachment C - Activity Work Plan. Commerce will not reimburse a payment request for less than \$5,000 unless it is the final payment request. Each payment request must include an invoice from the Subrecipient to Commerce and copies of all invoices that the Subrecipient received from its consultants for services rendered and the documentation listed below. The invoices must document that the Subrecipient and each consultant/contractor met the Minimum Level of Service listed on the Deliverables page of Attachment A.

For each Commercial Revitalization, Economic Development and Neighborhood Revitalization payment request that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce. The Subrecipient shall, at a minimum, submit reimbursement requests upon completing 20, 40, 60, 80 and 100 percent of the project (or 25, 50, 75 and 100 percent of the project if so listed on Attachment C – Activity Work Plan).

For each Housing Rehabilitation payment request that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by Commerce, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by Commerce, if applicable. For homes being rehabilitated and site-built demolition/replacement houses, the Subrecipient shall, at a minimum, request reimbursement upon completion of each 20 percent of the work. For demo/replacement involving a new mobile home, the Subrecipient shall request reimbursement as soon as the mobile home is installed and the invoice received.

If the Subrecipient needs to remit funds to Commerce, including reimbursement of subgrant funds, program income or interest income paid with CDBG funds (collectively “reimbursements”), Subrecipient shall submit such reimbursements concurrently with a copy of the Return of Funds Form, SC-68.

If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Subrecipient may elect in writing to exercise this provision.

## Attachment H – Reports

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- a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
  - b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated a financial hardship.
8. All forms referenced herein are available online at [www.FloridaJobs.org/CDBGSubrecipientInfo](http://www.FloridaJobs.org/CDBGSubrecipientInfo) or upon request from the Commerce grant manager for this Agreement.

## Attachment I – Warranties and Representations

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### Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder. Subrecipient's financial management system shall include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each payment request. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

### Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. All bids or offers may be rejected if there is a sound, documented reason.

### Codes of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Subrecipient. (*See* 2 C.F.R. § 200.318(c)(1).)

### Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

### Licensing and Permitting

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all the particular work for which they are hired by the Subrecipient.



## **Attachment J – Audit Requirements**

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The administration of resources awarded by Commerce to the Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

### **MONITORING**

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

### **AUDITS**

#### **PART I: FEDERALLY FUNDED**

This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Subrecipient expends \$1,000,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.
3. If the Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).
4. Although 2 C.F.R. 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit Sub-subrecipients that expend \$1,000,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/Resources.aspx>

## Attachment J – Audit Requirements

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### PART II: STATE FUNDED

This part is applicable if the Subrecipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

### PART III: OTHER AUDIT REQUIREMENTS

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

N/A

### PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:
  - A. Florida Department of Commerce  
Financial Monitoring and Accountability (FMA)  
The copy submitted to the FMA section should be sent via email to: [FMA-RWB@commerce.fl.gov](mailto:FMA-RWB@commerce.fl.gov)
  - B. The Federal Audit Clearinghouse designated in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>



## Attachment J – Audit Requirements

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2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section .512(c), 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to Commerce at the addresses listed in paragraph three (3) below.
  
3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following:
  - A. Commerce at the following address:
 

Electronic copies: [Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)
  
  - B. The Auditor General's Office at the following address:
 

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

Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)
  
4. Any reports, management letter, or other information required to be submitted to Commerce pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  
5. Subrecipients and Sub-subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/Sub-subrecipient in correspondence accompanying the reporting package.

### PART V: RECORD RETENTION

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that Commerce closes out the CDBG program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow Commerce, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce.

Exhibit 1 to Attachment J – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$750,000.00
Assistance Listing Numbers Title:	Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii
Assistance Listing Numbers:	14.228
Project Description:	Funding is being provided for needed infrastructure +improvements to benefit low- and moderate-income persons residing in the Subrecipient’s jurisdiction.
This is not a research and development award.	

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Subrecipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Attachment F – State and Federal Statutes, Regulations, and Policies

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: N/A

Matching Resources for Federal Programs: N/A

Subject to Section 215.97, Florida Statutes: N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: N/A

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

## Attachment K – Audit Compliance Certification

<i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to <a href="mailto:audit@commerce.fl.gov">audit@commerce.fl.gov</a>.</i>	
Subrecipient:	
Unique ID #	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
<p>1. Did the Subrecipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Florida Department of Commerce (Commerce)?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Subrecipient expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><b>If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</b></p>	
<p>2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and Commerce?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Subrecipient expend \$1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><b>If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.</b></p>	
<b>By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.</b>	
_____ Signature of Authorized Representative	_____ Date
_____ Printed Name of Authorized Representative	_____ Title of Authorized Representative

January 24, 2025

The Honorable JC. Deriso  
Chairman, Desoto County  
201 E. Oak Street, Suite 202  
Arcadia, Florida 34266

Subject: Small Cities Community Development Block Grant (CDBG) Program Award

Dear Chairman Deriso:

The Florida Department of Commerce (FloridaCommerce) is pleased to inform you that Desoto County has been awarded \$750,000 through the CDBG program. FloridaCommerce's consideration of the project is based on your application and associated documents, and the following assumptions:

1. Compliance with all applicable laws and regulations including section 290.046, Florida Statutes;
2. Providing benefit to Low to Moderate Income (LMI) Persons as specified in your application and as accepted by FloridaCommerce; and
3. Acknowledgement of the attached terms and conditions.

The County's grant award is effective January 24, 2025, and is contingent upon mutual execution of the subgrant agreement. The County may begin incurring costs for exempt activities upon completion of the Environmental Exemption process. Please contact the Environmental Program Manager, Geoff Amison, to begin this process. Mr. Amison may be contacted by phone at (850) 717-8422 or by email at [James.Amison@commerce.fl.gov](mailto:James.Amison@commerce.fl.gov). The County is not authorized to conduct non-administrative activities prior to receiving authorization from FloridaCommerce.

Receipt of funds is contingent upon the County entering into a subgrant agreement with FloridaCommerce. An electronic link will be emailed to the Chief Elected Official (CEO) or other person with signature authority for execution of the contract using an Internet-based DocuSign platform. Local governments are requested to complete their review and execution within 45 days or sooner if possible.

Please note that this letter does not constitute an offer or agreement to grant your organization any funding or to enter into an agreement with respect to any funding, nor does this letter constitute a binding commitment on the part of either FloridaCommerce or the State of Florida. Accordingly, nothing express or implied in this letter gives any person or entity any legal or equitable rights. As such, the County must refrain from making any public announcement with respect to this matter unless such an announcement has been coordinated with and approved by FloridaCommerce.

If the contents of this letter and the attached terms and conditions are acceptable, please have a representative of your organization with the appropriate authority sign the below acknowledgment within five business days.

-----  
I have read and acknowledge the contents of this letter and the attached terms and conditions. My organization is able to agree to the attached terms and conditions and will work in good faith to execute a subgrant agreement within 45 days of receipt of the agreement. I further acknowledge that this letter does not constitute an offer, does not bind FloridaCommerce or the State of Florida, and does not guarantee that the project in my organization's proposal will receive funding.

Mandy Hines  
Signature

Mandy Hines  
Printed Name

County Administrator  
Title

2/21/2025  
Date



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

**15. FDOT SCOP S.W. Welles Avenue Contract Change Order # 1.**

**Attachments:** 24-06-00ITB FP# 446390-1-54-01 Contract Change Order # 1

Mike Giardullo presented a request to approve a contract change order # 1 for the FDOT SCOP S.W. Wells Ave Road Resurfacing project.

A motion was made by Commissioner Langford, seconded by Commissioner Hickox, to approve a contract change order # 1 for the FDOT SCOP S.W. Wells Ave Road Resurfacing project. The motion carried unanimously.

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

**16. FDOT LAP Sidewalk Design Services / Johnson Engineering, Inc.**

**Attachments:** 24-05-00RFQ LAP Sidewalk Design Services Agreement

Cindy Talamantez presented a request to approve an agreement with Johnson Engineering Inc for the design of three FDOT LAP sidewalks on CR 760, SE West Ave, and Kingsway Circle.

A motion was made by Commissioner Deriso, seconded by Commissioner Langford, to approve an agreement with Johnson Engineering Inc for the design of three FDOT LAP sidewalks on CR 760, SE West Ave, and Kingsway Circle. The motion carried unanimously.

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

**17. Resolution/CDBG Application**

**Attachments:** Enabling Resolution.pdf  
Final Draft CDBG Application.pdf

Lauri Benson presented a request to approve the resolution to submit for the FFY 2023 Small Cities Community Development Block Grant in the category of Housing Rehabilitation and allow for the County Administrator to sign all related grant documents in the absence of the Chairman.

A motion was made by Commissioner Langford, seconded by Commissioner Hickox, to approve the resolution to submit for the FFY 2023 Small Cities Community Development Block Grant in the category of Housing Rehabilitation and allow for the County Administrator to sign all related grant documents in the absence of the Chairman. The motion carried unanimously.

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

Enactment No: 2024-078

**18. Resolution/Budget Amendment Fiscal Year 2023/2024**

**Attachments:** Resolution  
Summary and Narrative  
2024-178 Budget Carryovers

Brian Wagner presented a request to adopt a resolution relating to the attached budget amendments affecting the 2023/2024 adopted budget year.

A motion was made by Commissioner Schaefer, seconded by Commissioner Hickox, to adopt a resolution relating to the attached budget amendments affecting the



# DeSoto County

7/22/2025

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Item #: 3.

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

**DEPARTMENT:**    Administration  
**SUBMITTED BY:**    Sylvia Altman  
**PRESENTED BY:**    Mandy Hines

**TITLE & DESCRIPTION:**

**Reaffirm Memorandum of Understanding between the County and the University of Florida Board of Trustees relating to funding to cover staffing costs of IFAS County Extension Services**

**REQUESTED MOTION:**

**Motion to approve "Exhibit A" supporting salary and fringe benefits for Fiscal Year 2026, October 1, 2025 - September 30, 2026 as presented.**

**SUMMARY:**

**Annual staff funding confirmation for the upcoming year.**

**BACKGROUND:**

**Historically, the County has provided certain positions that support County /IFAS Extension services, and the University provides faculty positions and/or Agents, through a cost-share between the County and IFAS. The County and the University entered into a Memorandum in August of 2020 that changed that arrangement whereby all staff at Extension would be transferred to UF payroll and serve as UF/IFAS employees. The County would provide the historical percent of the salary and fringe benefits for employees on an annual basis and would make such payments to the University. This arrangement was made for consistency in personnel rules and regulations, holidays, payroll and related administrative functions. It does not alter the cooperation approach of the County and UF/IFAS and Extension operations in the County.**

**FUNDS:**

Budget Amount: **\$205,137.43**

Actual Agenda Item: **\$205,137.43**

Cost: Click or tap here to enter text.

Account Number: Click or tap here to enter text.

Explanation: **Contracted Services (Extension) for upcoming FY 2026**

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**ITEM #: 3.**

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**UF/IFAS Extension DeSoto County**  
**2150 NE Roan St.**  
**Arcadia, FL 34266**  
**863.993-4846**

**July 2, 2025**

To Whom It May Concern:

This letter serves to reaffirm the Memorandum of Understanding between the DeSoto County Board of County Commissioners and the University of Florida, which is effective 10/1/2023 until 9/30/2026. Per the MOU, Exhibit A is subject to annual approval by the DeSoto County Board of County Commissioners. Specifically, the MOU as outlined by Exhibit A FY2026 will support salary and fringe benefits according to the attached Exhibit A schedule from October 1, 2025 - September 30, 2026.

***For the University:***

***For the County:***

 7/2/2025

**Katelyn Mulinix** **Date**  
County Extension Director/4-H Agent II  
UF/IFAS DeSoto County Extension  
2150 NE Roan Street  
Arcadia, FL 34266

**County Representative** **Date**

\_\_\_\_\_  
County Representative Title

\_\_\_\_\_  
**Nicole Walker** **Date**  
District Extension Director  
1702 Spessard Holland Pkwy  
Bartow, FL 33830

\_\_\_\_\_  
**University of Florida** **Date**  
Division of Sponsored Programs



## Exhibit "A" - FY2026 Annual Expense Budget

4/2/2025

**DeSoto County**  
**FY2026 Summary**  
**Annual Budget: 10/01/2025 - 9/30/2026**

**Payroll Due From County for FY2026**

Mulinix, Katelyn - CED - 4-H	\$	24,060.13
VACANT	\$	34,651.26
Edwin Gutierrez Rodriguez	\$	5,630.83
Stice, Bridget	\$	2,021.00
Baucom, Carrie	\$	72,677.27
Schaefer, Jodi	\$	59,837.89
UF Support Position	\$	6,259.05
Total Payroll:	<b>\$</b>	<b>205,137.43</b>

**Total Projected Budget for FY2026**

Total	<b>\$</b>	<b>205,137.43</b>
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**Anticipated Payment Schedule:**

January 10	\$	51,284.36
April 10	\$	51,284.36
July 10	\$	51,284.36
October 10	\$	51,284.36
Total:	<b>\$</b>	<b>205,137.43</b>

\* **Cost Reimburseable Agreement-** Quarterly invoices will be base on actual expenses incurred during the quarter.

**Please remit invoices to:**

DeSoto County BOCC  
Attn: County Administrator  
201 East Oak Street, Suite 201  
Arcadia, FL 34266  
**Email:** m.hines@desotobocc.com

**DeSoto County**  
**Salary Details**  
**Annual Budget: 10/01/2025 - 9/30/2026**

41011628		Annual	State	County	5% Margin	Total Due From County
<b>Mulinix, Katelyn - CED - 4-H</b> CED - 4-H Youth Development Agent <b>Position 0001-4002</b> Fringe Pool Rate: <b>33.50%</b>	Percentage		80.000%	20.000%	5.000%	
	Salary	85,821.76	68,657.41	17,164.35	858.22	18,022.57
	Pooled Fringe	28,750.29	23,000.23	5,750.06	287.50	6,037.56
	Grand Totals	114,572.05	91,657.64	22,914.41	1,145.72	24,060.13
Exempt						

TBD		Annual	State	County	5% Margin	Total Due From County
<b>VACANT</b> Livestock Agent <b>Position 0001-4754</b> Fringe Pool Rate: <b>33.50%</b>	Percentage		60.000%	40.000%	5.000%	
	Salary	61,800.00	37,080.00	24,720.00	1,236.00	25,956.00
	Pooled Fringe	20,703.00	12,421.80	8,281.20	414.06	8,695.26
	Grand Totals	82,503.00	49,501.80	33,001.20	1,650.06	34,651.26
Exempt						

63631383		Annual	State	Hardee	County	5% Margin	Total Due From County
<b>Edwin Gutierrez Rodriguez</b> Fruit Crops, M/C <b>Position 0001-3997</b> Fringe Pool Rate: <b>33.50%</b>	Percentage		85.000%	10.000%	5.000%	5.000%	
	Salary	80,340.00	68,289.00		4,017.00	200.85	4,217.85
	Pooled Fringe	26,913.90	22,876.82		1,345.70	67.28	1,412.98
	Grand Totals	107,253.90	91,165.82		5,362.70	268.13	5,630.83
	Exempt						

23935560		Annual	Other Funding	County	Total	5% Margin
<b>Stice, Bridget</b> Interim Livestock Agent <b>Position 0001-4070</b> Fringe Pool Rate: <b>33.50%</b>	Percentage		98.284%	1.716%	5.000%	
	Salary	84,019.15	82,577.38	1,441.77	72.09	1,513.86
	Pooled Fringe	28,146.42	27,663.42	482.99	24.15	507.14
	Grand Totals	112,165.56	110,240.80	1,924.76	96.24	2,021.00
Exempt						

16451606		Annual	State	County	5% Margin	Total Due From County
<b>Baucom, Carrie</b> Administrative Specialist - Office Manager <b>Position 0003-6007</b> Fringe Pool Rate: <b>54.20%</b>	Percentage		0.000%	100.000%	5.00%	
	Salary	44,887.45	-	44,887.45	2,244.37	47,131.82
	Pooled Fringe	24,329.00	-	24,329.00	1,216.45	25,545.45
	Grand Totals	69,216.45	-	69,216.45	3,460.82	72,677.27
Non-Exempt						

10937629		Annual	State	County	5% Margin	Total Due From County
<b>Schaefer, Jodi</b> 4-H Extension Program Assistant <b>Position 0003-5978</b> Fringe Pool Rate: <b>54.20%</b>	Percentage		0.000%	100.000%	5.00%	
	Salary	36,957.50	-	36,957.50	1,847.88	38,805.38
	Pooled Fringe	20,030.97	-	20,030.97	1,001.55	21,032.51
	Grand Totals	56,988.47	-	56,988.47	2,849.42	59,837.89
Non-Exempt						

		Annual	Other Funding	County	5% Margin	Total Due From County
<b>UF Support Position</b>	Percentage		95.000%	5.000%	5.00%	
Research Administrator						
<b>Position</b>	Salary	83,545.88	79,368.58	4,177.29	208.86	4,386.16
Fringe Pool Rate:	Pooled Fringe	35,674.09	33,890.38	1,783.70	89.19	1,872.89
<b>42.70%</b>						
Exempt	Grand Totals	119,219.96	113,258.97	5,961.00	298.05	6,259.05

DeSoto Total Projected Payroll: **\$ 205,137.43**



# DeSoto County

7/22/2025

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Item #: 4.

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

**DEPARTMENT:**    Administration  
**SUBMITTED BY:**    Sylvia Altman  
**PRESENTED BY:**    Mandy Hines

**TITLE & DESCRIPTION:**

**FY 24 JAG-C Grant**

**REQUESTED MOTION:**

**To approve the DeSoto County Sheriff's Office JAG-C Grant Application.**

**SUMMARY:**

**The yearly JAG-C Grant from FDLE is split on a 60-40 basis with the Arcadia Police Department. This year's total amount is \$43,490.00 with the Sheriff's Office portion being \$26,094.00. The Sheriff's Office will use the proceeds to purchase additional license plate reader pole cameras.**

**FUNDS:**

Budget Amount: Click or tap here to enter text.

Actual Agenda Item: Click or tap here to enter text.

Cost: Click or tap here to enter text.

Account Number: Click or tap here to enter text.

Explanation: Click or tap here to enter text.

**DESOTO COUNTY, FLORIDA**

**RESOLUTION NO. 2025-\_\_\_\_\_**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AUTHORIZING THE DESOTO COUNTY SHERIFF TO SUBMIT AN APPLICATION SEEKING FUNDING ASSISTANCE THROUGH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FEDERAL FISCAL YEAR 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM (JAG24-COUNTYWIDE); AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Department of Law Enforcement (“FDLE”) Edward Byrne Memorial Justice Assistance Grant - Countywide (JAG-C) Program focuses on improving the criminal justice system by funding initiatives within local and state agencies; and

**WHEREAS**, the grant offers an opportunity for DeSoto County to receive \$26,094.00 in total funding to implement programs in Law Enforcement, as more particularly set forth in the application; and

**WHEREAS**, DeSoto County Sheriff’s Office is experiencing a need for the replacement of existing equipment and can directly benefit from the aforementioned grant funding; and

**WHEREAS**, after a review of the grant materials, the County has determined that nothing contained in the grant application negatively impacts the interests of the County.

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

**SECTION 1.** The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact. The Board of County Commissioners further finds that the Florida Department of Law Enforcement under Florida’s Justice Assistance Grant Program is declared to be a workable program for providing needed replacement equipment for the DeSoto County Sheriff’s Office indicated in the proposed application.

**SECTION 2.** The Board of County Commissioners hereby approves and authorizes the Sheriff of DeSoto County, Florida, or his designee, to submit an application seeking funding assistance through the Florida Department of Law Enforcement – Federal Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant - Countywide (JAG-C) and to execute any other paperwork necessary to, or associated with, the grant application. The Board of County Commissioners further authorizes the County Administrator, as the Chief Executive of the County, to sign all necessary certifications and assurances necessary to apply for and receive the referenced grant award.

**SECTION 3.** That this Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2025

**ATTEST:**

**DESOTO COUNTY BOARD  
OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Mandy Hines  
County Administrator

\_\_\_\_\_  
JC Deriso  
Chairman

Approved as to form and  
Legal sufficiency:

\_\_\_\_\_  
Valerie Vicente, County Attorney





# Office of Criminal Justice Grants LOBBYING, DEBARMENT, AND DRUG FREE WORKPLACE CERTIFICATION

Email completed form to: [CJgrants@fdle.state.fl.us](mailto:CJgrants@fdle.state.fl.us)

**Instructions:** Before completing this form, applicants should refer to the regulations cited below to determine which certifications are required. Using this form, applicants may certify their compliance with the following requirements: 28 CFR Part 69, "New Restrictions on Lobbying;" 28 CFR Part 67, "Government-wide Debarment and Suspensions (Non-procurement);" and 28 CFR 83, "Government-wide Requirements for Drug Free Workplace (Grants)," as applicable. The certifications attested to on this form shall be treated as a material representation of fact and will be relied upon as such when the Office of Criminal Justice Grants makes award determinations for a covered transaction, grant, or cooperative agreement.

## 1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- a) 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 any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid 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 grant or cooperative agreement, the undersigned shall complete and submit [Standard Form LLL – "Disclosure of Lobbying Activities"](#), in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

## 2. Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67 -

- a) The applicant certifies that it and its principals:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;
  - ii. Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing 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;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and
  - iv. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.
- b) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

## 3. Drug Free Workplace

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, as defined at 28 CFR Part 67 Sections 67.615 and 67.620 –

- a) The applicant certifies that it will or will continue to provide a drug-free workplace by:



## Office of Criminal Justice Grants LOBBYING, DEBARMENT, AND DRUG FREE WORKPLACE CERTIFICATION

Email completed form to: [CJgrants@fdle.state.fl.us](mailto:CJgrants@fdle.state.fl.us)

- i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - ii. Establishing an on-going drug-free awareness program to inform employees about –
    - 1) The dangers of drug abuse in the workplace;
    - 2) The subgrantee's policy of maintaining a drug-free workplace;
    - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);
  - iv. Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will –
    - 1) Abide by the terms of this statement; and
    - 2) Notify the employer in writing of his or her conviction for a violation of criminal drug statute occurring in the workplace no later than five (5) calendar days after the conviction.
  - v. Notifying the agency, in writing, within ten (10) calendar days after receiving notice under subparagraph (iv)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title to: Florida Department of Law Enforcement, Office of Criminal Justice Grants, P.O. Box 1489, Tallahassee, FL 32302-1489. Notice shall include the identification number(s) of each affected grant.
  - vi. Taking one of the following actions within thirty (30) calendar days of receiving notice under subparagraph (iv)(2), with respect to any employee who is convicted –
    - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 2) Requiring such employee to participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
  - vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i) through (vi).
- b) The subgrantee may insert in the space provided below the site(s) for the performance or work done in connection with

As the duly authorized representative of the applicant, I hereby certify that applicant will comply with the following certifications:

Certification Regarding Lobbying (required for applications over \$100,000)

Certification Regarding Debarment, Suspension and Other Responsibility Matters (required for all applicants)

Certification Regarding Drug-Free Workplace (required for state agency applications)

Recipient:

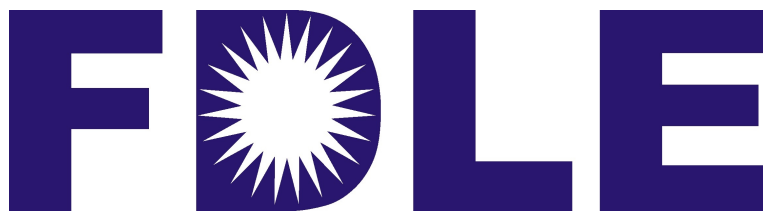
Printed Name:

Title:

Signature:

Date:

Application ID Number:



**DeSoto County Sheriff's Office**

Prepared by DeSoto County Board of Commissioners  
for Florida Department of Law Enforcement JAG24 - Countywide

**Primary Contact: Brady Anderson**



## Opportunity Details

### Opportunity Information

Title

JAG24 - Countywide

Description

This opportunity is available to units of local government who receive annual appropriations under Florida's Justice Assistance Grant (JAG) Program.

Awarding Agency Name

U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance

Agency Contact Phone

850-617-1250

Agency Contact Email

criminaljustice@fdle.state.fl.us

Subjects

Edward Byrne Memorial Justice Assistance Grant (JAG), JAG - Countywide (JAGC)

Opportunity Posted Date

7/1/2025

Announcement Type

Initial Announcement

Assistance Listings Number

16.738

Public Link

<https://www.gotomygrants.com/Public/Opportunities/Details/b56cd338-7a66-4c0d-9fef-b2ab060b4874>

Is Published

Yes

### Funding Information

Funding Sources

Federal Or Federal Pass Through

Funding Source Description

This funding is available under Florida's FY2024 Justice Assistance Grant award (15PBJA-24-GG-04224-MUMU).

### Award Information

Award Period

10/01/2023 - 09/30/2027

Award Type

Non Competitive

Indirect Costs Allowed

Yes



Matching Requirement

No

## Submission Information

Submission Window

Opens 07/01/2025 12:00 AM

Submission Timeline Type

One Time

## Eligibility Information

Eligibility Type

Private

Eligible Applicants

- County Governments
- City or township governments
- Native American tribal governments (Federally recognized)

Additional Eligibility Information

Eligible applicants are limited to units of local government. A unit of local government is defined as a city, county, town, township, borough, parish, village, or other general-purpose political subdivision of the state, including Native American Tribes who perform law enforcement functions as determined by the Secretary of the Interior.

## Additional Information

Additional Information URL

<https://www.fdle.state.fl.us/Grants/Home.aspx>

Additional Information URL Description

This site contains information regarding the various programs, funding opportunities, and forms managed by the Office of Criminal Justice Grants. Contact information and additional resources can also be found on this site.



## **Project Information**

### **Application Information**

Application Name

DeSoto County Sheriff's Office

Award Requested

\$26,094.00

Total Award Budget

\$26,094.00

### **Primary Contact Information**

Name

Brady Anderson

Email Address

banderson@desotosheriff.org

Address

208 E Cypress St  
Arcadia, FL 34266

Phone Number

(863) 491-6739

## Project Description

### JAG Program - Project Summary

#### Applicant and Award Information

#### NEW REQUIREMENT: Applicant Organization

Due to restrictions in functionality, OCJG is requiring the Applicant User's organization to match the Eligible Recipient's organization. The organization listed below your name at the top of the screen **MUST** match the name of the Eligible Recipient you are creating this application for.

- If you are registered with the Eligible Recipient organization: close the application window, switch profiles in AmpliFund, and click on the application link again to apply.
- If you are not registered with the Eligible Recipient organization: contact the assigned grant manager at the Eligible Recipient's organization and instruct them to apply. If the Eligible Recipient does not have a dedicated grant manager: you may need to contact them and ask to be added to their organization's profile. Contact your assigned OCJG grant manager for more information.

#### Eligible Recipients of JAG Funds

Eligible recipients are limited to units of local government. A unit of local government is defined as a city, county, town, township, borough, parish, village, or other general-purpose political subdivision of the state, including Native American Tribes who perform law enforcement functions as determined by the Secretary of the Interior. The eligible recipient cannot be a police department, sheriff's office, or other division of a unit of local government.

Enter the name of the Eligible Recipient.

DeSoto County Sheriff's Office

Is the Eligible Recipient a State Agency (i.e. Department of Corrections or other State of Florida agency)?

- ☐ Yes  
☒ No

In which county is the Eligible Recipient located?

Select an item... ▼

What is the Eligible Recipient's SAM Unique ID number (UEI)?

GH9DBEQV5KK3

Upload a copy of the Eligible Recipient's active SAM registration below.

BOCC SAM Registration.docx

#### E-Verify

Section 448.095, Florida Statutes, went into effect on July 1, 2023. All State of Florida agencies, including FDLE, are required to verify award recipients are registered with and use the E-Verify system. Eligible Recipients who are not registered with E-Verify will NOT be eligible for JAG funds. Applicants may use [E-Verify's Employer Search Tool](#) to verify their agency is registered.

Is the Eligible Recipient registered as a participating employer in the E-Verify System?

- ☒ Yes



☐ No (award cannot be issued until registered)

## Payment Information

What is the Eligible Recipient's FEID number (FLAIR Vendor ID)?

596000579

What is the Eligible Recipient's payment address?

201 East Oak Street  
Arcadia, FL 34266

## Project Information

### Project Period and Reporting Frequency

**NOTE: Projects must be at least six months in length. The final length of the project period will be determined at the time of award approval. No projects will extend past the federal award end date.**

Desired Start Date of the Project

10/01/2025

Desired End Date of the Project

09/30/2026

Please select your desired reporting frequency for submitting payment requests AND performance reporting.

Quarterly

## Performance Activity Area

Review the following activity area definitions and ensure you make the proper selection for your project in the next question:

- **Law Enforcement** = programs, activities, and/or spending conducted by a law enforcement organization, including crime lab/forensics activities. This **DOES NOT** include drug task forces or law enforcement driven crime prevention and education initiatives.
- **Prosecution and Courts** = programs, activities, and/or spending for prosecution, indigent defense, and court programs. This **DOES NOT** include drug courts, mental health courts, veterans' courts, or extreme risk protection order programs.
- **Prevention and Education** = programs, activities, and/or spending with the goal of educating individuals on various crimes or programs designed to help prevent crime.
- **Corrections and Community Corrections** = programs, activities, and/or spending for corrections, probation, parole, and reentry initiatives. This **DOES NOT** include substance abuse or co-occurring treatment programs.
- **Drug Treatment and Enforcement** = programs, activities, and/or spending for drug courts, drug treatment, co-occurring disorders, and drug task forces.
- **Planning Evaluation and Technology** = programs, activities, and/or spending related to large-scale technology upgrades and/or implementation, information sharing systems, strategic planning, and program evaluations.
- **Crime Victim and Witness** = programs, activities, and/or spending for services and support to victims of crime. This **DOES NOT** include monetary compensation for victims.
- **Mental Health** = programs, activities, and/or spending for behavior related programming and crisis intervention teams.
- **State Crisis Intervention Proceedings** = programs, activities, and/or spending related to specialty court



**proceedings (other than drug courts) and extreme risk protection order programs.**

Select the appropriate activity area for this project.

- ☒ 01 - Law Enforcement
- ☐ 02 - Prosecution and Courts
- ☐ 03 - Crime Prevention and Education
- ☐ 04 - Corrections and Community Corrections
- ☐ 05 - Drug Treatment and Enforcement
- ☐ 06 - Planning Evaluation and Technology
- ☐ 07 - Crime Victim and Witness
- ☐ 08 - Mental Health
- ☐ 09 - State Crisis Intervention Proceedings

### Problem Identification

PID1: Describe the problems, issues, or concerns this funding will address and describe why this project is a priority for your organization.

Receiving grant funds provides critical financial support for our county, especially as a fiscally constrained county in Florida with a limited budget. These funds can eliminate budget issues by covering essential but otherwise unaffordable items—such as golf carts, which are vital tools for our School Resource Deputies (SRDs) and Patrol Staff for other public events. With grant funding, we can equip our personnel without redirecting limited county resources, thereby maintaining public safety and operational efficiency while staying within our financial constraints.

PID2: What actions are your organization currently taking to help address the problems/issues/concerns described above?

Our fleet maintenance Manager has been working tirelessly to keep our aging golf carts operational, despite them being well beyond their serviceable life. In parallel, we have proactively reached out to companies willing to collaborate with us and accommodate our budget constraints, seeking sustainable solutions to meet our equipment needs with reliable replacements to fit our needs.

PID3: Is this project a continuation from the previous year or other federal funding source?

- ☐ Yes
- ☒ No

### Scope of Work

#### Personnel

Will you be using funds to support personnel costs (FTE, OPS, etc. – not including overtime)?

- ☐ Yes
- ☒ No

#### Overtime

Will you be using funds to support overtime pay?

- ☐ Yes
- ☒ No

#### Travel and Training

Will you be using funds to support travel and/or training costs?

- ☐ Yes
- ☒ No

#### Equipment and/or Supplies

Will you be using funds to support the purchase of equipment and/or supplies?

- ☒ Yes



☐ No

## Definitions

*Equipment* is defined as any item that will be assigned a property tag and routinely inventoried or tracked (as per your agency's property management policies). These items are typically assigned to an individual and/or location in a property management system. Examples include: computers, laptops, weapons, or other items exceeding your agency's OCO threshold. All other items are considered *Supplies* for the purposes of this award.

**\*NEW\*** JAG funds may only be used to purchase Body Worn Camera (BWC) hardware. The use of funds for tap refresh, software, warranties, service agreements, data storage, or any other related expenses for BWC is prohibited. Additionally, grant funds may not be used for equipment refresh or subscription-based, rent-to-own, or lease systems. Contact your assigned grant manager if you have any questions regarding these new exclusions.

At what dollar threshold does your agency enter an item into the organization's inventory system?

Are any items being purchase with grant funds under your organization's inventory threshold, but will actually be inventoried based on your local policy/procedure?

- ☐ Yes  
☐ No

Briefly describe the items to be purchased and how they are critical to addressing the problem described above.

Golf carts are essential equipment for law enforcement and more specifically the DeSoto County Sheriff's Office due to their versatility, mobility, and efficiency in patrolling large areas that are not easily accessible by traditional patrol vehicles. These carts will be used by School Resource Deputies (SRDs) and patrol deputies to effectively monitor their assigned expansive school campuses, enhancing the safety of students and staff alike through increased visibility and rapid response capability.

Additionally, they will serve a critical role in patrolling county fairgrounds, our annual rodeo, 4<sup>th</sup> of July Freedom Fest, and various public events, providing a practical solution for navigating crowded or confined areas. These carts will be outfitted with emergency lights and sirens as well as law enforcement insignia (badge & stripping) thus ensure our deputies can easily & repeatedly respond safely to incidents while maintaining a strong presence in the community.

Do you have quotes available for any of the items being requested in the Equipment or Supplies category?

- ☒ Yes  
☐ No

Upload all applicable quotes.

Will any of the items procured under this award be transferred to another entity upon receipt (i.e., a County is purchasing an item for a local Police Department)?

- ☐ Yes (a special condition will be added to the award)  
☒ No

## Method of Procurement

If any item described above will not be purchased via non-competitive procurement or state-term/alternate source contract, OCJG must ensure quotes and/or bids are obtained as defined by your agency's procurement policy or federal policy. This documentation must be maintained on file and provided to OCJG upon request at the time of reimbursement or monitoring.

### Sole Source Rules and Limitations

The use of non-competitive procurement methods (i.e. sole source) for grant-funded purchases is strongly discouraged. However, there are three scenarios in which sole source is allowable:

1. **The item or service is only available from one source.** This does not mean a particular brand name of a product justifies a sole source, it is the item itself. For example, procuring electronic control devices cannot be a sole source because these less-lethal devices are available to purchase from Taser International and various other vendors. NOTE: Vendor sole source letters are not sufficient justification for noncompetitive purchases.
2. **A public emergency** exists that will result in harmful delays if formal competition is required. This requires official written declaration of the public emergency by an authorized official (i.e. President, Governor, Mayor, etc.). The ability to purchase non-competitively under a declaration of public emergency expires when the written declaration expires.
3. **Inadequate competition** was noted after soliciting a number of sources. Documentation of the solicitations from each source must be maintained to support the non-competitive procurement.

Applicants who plan to utilize grant funds for non-competitive procurement **MUST** complete an [OCJG Sole Source Justification Approval](#) form for pre-approval by OCJG. Sole source purchases in excess of \$250,000 require OCJG to submit a GAM to DOJ for federal pre-approval. Additional information may be required by your OCJG grant manager.

Your OCJG grant manager will inform you if your sole source request has been pre-approved. If your sole source request is not pre-approved by OCJG and/or DOJ, quotes and/or bids must be obtained and provided to OCJG as required by your organization's procurement policy. This documentation must be maintained on file and provided to OCJG prior to reimbursement or at the time of monitoring. Sole source justification provided after the purchase has already been made will not be accepted.

Are any items being procured non-competitively (i.e. sole source)?

- ☐ Yes  
☒ No

### State-Term or Alternate Source Contracts

**State-Term Contracts:** Recipients utilizing these types of contracts must provide the Florida State-Term Contract number at the time of application (if known).

**Alternate Source Contracts:** Federal procurement regulations allow for grant-funded items to be piggybacked off of existing contracts with other entities. This is known as "alternate source" contracting and is often used by OCJG recipients. Recipients utilizing an alternate source contract are required to describe the contract and provide the contract number (if known).

If the contract number is not known at the time of application, it must be provided at the time of reimbursement.

Are any items being procured from an existing Florida State-Term Contract?

- ☐ Yes  
☒ No

Are any items being procured from any other Alternate Source Contract (GSA, NASPO, piggybacking existing contract, etc.).

- ☐ Yes  
☒ No

### Third-Party Services (Contractual Services)

Will you be using funds to support third-party services (consulting services, contractual services, and/or subawards)?

- ☐ Yes  
☒ No



### Third-Party Consultants

### Third-Party Contracts

### Third-Party Subawards

### Other Costs

Will you be using funds to support "other" costs not captured in any of the categories above?

- ☐ Yes  
☒ No

### Indirect Costs

Federal recipients may elect to use a portion of funding for indirect costs.

Will you be using funds to support indirect costs?

- ☐ Yes  
☒ No

### Program Generated Income (PGI)

**Grant-funded activities may generate revenues for the recipient organization. Examples of program income activities include but are not limited to: asset seizures/forfeitures, registration/tuition fees collected from hosted events, interest earned on advance award funds, membership fees, court-ordered attorney's fees, and fees/fines for failed drug tests. All program income must be accounted for, reported, and expended in accordance with [Section 3.4 of the DOJ Grants Financial Guide](#).**

Will any proposed grant activities generate Program Income?

- ☐ Yes (a special condition will be added to the award)  
☒ No

### JAG Pre-Approvals

BJA has provided guidance regarding prohibited and controlled expenditures. A guide for expenditures made during or after Federal Fiscal Year 2023 may be found here: [FY23 Prohibited Expenditures](#)

A separate guide exists for expenditures made during Federal Fiscal Year 2015 through Fiscal Year 2022: [FY15-FY22 Prohibited Expenditures](#)

See [BJA's JAG FAQs](#) for more information on the approval process. OCJG grant managers will review the application and seek more information for any items that may require BJA pre-approval.



## JAG Program - Certifications & Forms

### Forms/Certifications Required for All Applicants

#### **Lobbying, Debarment, and Drug Free Workplace**

All recipients are required to complete and upload a [Lobbying, Debarment, and Drug Free Workplace Certification](#). A separate certification must be signed for EACH application.

Upload the completed certification below.

Does this application equal \$100,000 or more?

- ☐ Yes  
☒ No

#### **Subrecipient Management Questionnaire**

All recipients are required to complete and upload a [Subrecipient Management Questionnaire \(SMQ\)](#) with their application. This form is used to help evaluate the recipient organization's existing internal controls related to the management of federal grant funds. OCJG will utilize this form as a "risk assessment" to determine the appropriate level of monitoring (desk or onsite) for the award.

Additional supporting documentation may be required, such as a [Single Audit Certification](#). Refer to the checklist on page 6 of the completed SMQ for more information.

Upload the completed SMQ form below.

Upload additional supporting documentation to accompany your completed SMQ, such as a Single Audit Certification or updated procurement policy.

#### **Equal Employment Opportunity (EEO)**

#### **Civil Rights Training**

As a condition of the federal JAG award, OCJG requires all recipients (and subrecipients) to complete a two part Civil Rights Training and provide copies of the training certificates upon request. To access the training, please visit our [Civil Rights Training for Grantees](#) webpage. At a minimum, the recipient grant manager must complete the training. These certificates do not expire and may be utilized for future awards.

Have you completed the Civil Rights Training for Grantees modules?

- ☒ Yes  
☐ No (a condition will be added to award)

Upload copy of Civil Rights Training for Grantees certificates for the individual designated as Recipient Grant Manager.

#### **EEO Certification (EEOC)**

All recipients are required to submit an [EEO Certification \(EEOC\)](#) annually.

Upload completed EEO Certification below.

BOCC EEO Certification.pdf, DSO EEO Certification.pdf

Answer the following questions to determine if your agency is required to submit an EEO Plan (Utilization Report) to DOJ's Office of Civil Rights:

Does your organization have 50 employees or more?

- ☒ Yes  
☐ No

Did your organization receive a single award of \$25,000 or more from any U.S. Department of Justice grant program in the last fiscal year?

- ☐ Yes  
☒ No

**No Plan Required (Less than \$25,000 in DOJ funding)**

Based on your response, you are not required to submit an EEO Plan/Utilization Report to DOJ. You may move to the next section.

### Project Specific Certifications

#### **Ballistic Vests**

Recipients proposing the use of grant funds to procure ballistic vests or plate carriers must ensure the vests are American-made, ordered to fit the user, and are compliant with [NIJ Ballistic/Stab Standards](#). In addition, recipients purchasing routine-duty body armor must complete the [Ballistic Vests \(Mandatory Wear\) Certification](#) with their application.

Does this application propose the use of grant funds for ballistic vests?

- ☐ Yes (a condition will be added to award)  
☒ No

#### **Body Worn Cameras**

Recipients proposing the use of grant funds to procure body worn camera equipment and supplies must complete the [Body Worn Camera Policy Certification](#) with their application.

**NOTE:** Grant funds will only reimburse for licensing, data storage, and warranties during the project period. If costs extend past the project period, they will be pro-rated from the date of purchase.

Does this application propose the use of grant funds for body cameras?

- ☐ Yes (a condition will be added to award)  
☒ No

#### **Telecommunications and Video Surveillance Services and/or Equipment**

Recipients proposing the use of grant funds to procure telecommunications and/or video surveillance equipment and/or services must complete a [TVS Certification](#) with their application. For more information on this requirement, please review the [FAQs](#) and the [training](#) posted to OCJG's webpage. Examples of TVS equipment include but are not limited to: cameras/webcams, DVR's, computers/laptops, servers, televisions, monitors, "smart" boards, and radios.

Does this application propose the use of grant funds for telecommunications or video surveillance services and/or equipment?

- ☐ Yes (a condition will be added to award)  
☒ No

### **Suitability to Work With Minors (SWIM)**

Recipients OR subrecipients (at any tier) who plan to use grant funds for activities that involve working with or interacting with minors (individuals under the age of 18), must provide a [Suitability to Work and/or Interact with Minors Certification \(SWIMC\)](#). For more information, review the [training session](#) posted on our website and the [condition language](#) on OJP's website.

Does this application's project, as described in the scope of work, indicate ANY activities may involve working with, or interacting with, minors?

- ☐ Yes (a condition will be added to award)  
☒ No

### **Confidential Funds**

Recipients proposing the use of grant funds to support confidential fund activities must complete the [Confidential Funds Certification](#) with their application. Additionally, recipients must have written policies and procedures to ensure confidential funds are managed in accordance with federal guidelines. Agencies who do not have a written policy may consider formalizing and adopting policies based off of the [sample policy](#) provided on our website.

Does this application propose the use of grant funds to support confidential fund activities?

- ☐ Yes  
☒ No

### **Task Force Activities**

Recipients proposing to use funds to support task force personnel, overtime, equipment, or contracted positions must provide a task force personnel roster at the time of application. In addition, the recipient is responsible for ensuring all task force members complete the required [BJA Center for Task Force Integrity and Leadership online training courses](#) once every four years. Certificates of completion for each member on the roster must be provided to OCJG at the time of application. If any task force members have not completed the training or have expired certificates, valid certificates must be provided to OCJG within 90 days of award.

Does this application propose the use of grant funds to support task force personnel, overtime, equipment, or contracted positions?

- ☐ Yes (a condition will be added to award)  
☒ No

### **National Environmental Policy Act (NEPA)**

NEPA requirements apply to any federal project (including grants) that might have a significant impact on the quality of the human environment. The following projects require OCJG to obtain approval from BJA's NEPA coordinator:

Projects involving construction, expansion, or renovation of existing facilities. This includes ANY project that involves ground disturbing activities such as the installation of a fence or pole. Site planning documentation such as maps, photos, plans, renderings, etc. will be required.



Projects involving the use of chemicals, such as while processing forensic evidence.

These projects will be reviewed by the NEPA coordinator to ensure they are not located within or will potentially affect any of the following: a 100-year flood plain; a wetland; important farmland; a proposed or listed endangered or threatened species; a proposed or listed critical habitat; a property that is listed or eligible for listing on the National Register of Historic Places; an area within an approved State Coastal Zone Management Program; a coastal barrier or a portion of a barrier within the Coastal Barrier Resources System; a river or portion of a river included in or designated for potential addition to the Wild and Scenic Rivers System; a designated or proposed Wilderness Area; a sole source aquifer recharge area designated by the EPA; nearby religious or cultural sites; nearby minority, indigenous, low-income, or other sensitive populations. In addition, the NEPA coordinator will evaluate the impact the project may have on noise pollution, and review recipient protocols for the handling of hazardous waste, solid waste, and uncontrolled air emissions (if applicable to the project).

If the proposed project is affected, recipients must complete and upload a [BJA CATEX Checklist](#) at the time of application. Projects involving "minor renovation or remodeling" are excluded from NEPA requirements, but additional documentation may be required by your OCJG grant manager to reach this determination.

Any expenses incurred prior to NEPA approval are spent "at risk". If BJA denies the request, NEPA-related expenses will not be eligible for reimbursement.

Refer to [BJA's NEPA Guidance](#) document for more information.

Does this application propose the use of grant funds for construction, expansion, or renovation projects, or a project involving the use of chemicals (EXCLUDING meth lab operations)?

- ☐ Yes (a withholding of funds condition will be added to the award)  
☒ No

**Methamphetamine Laboratory Operations**

Recipients with projects relating to clandestine meth lab operations, including their identification, seizure, or closure (i.e. clean-up), must provide copy of their agency's Methamphetamine Mitigation Plan to OCJG. The plan will be submitted to BJA to ensure it complies with NEPA requirements. Any expenses incurred prior to BJA approval are spent "at risk". If BJA denies the request expenses related to meth lab operations will not be eligible for reimbursement.

Does this application propose the use of grant funds for the identification, seizure, or closure (clean up) of a clandestine meth lab?

- ☐ Yes (a withholding of funds condition will be added to the award)  
☒ No

**Application Submission Certifications (200.415)**

**Certification Statement:**

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences, including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

Recipient Response:

- ☒ I certify the statement above by submitting this request.





## JAG Program - Grant Contact Information

### Recipient Grant Manager Contact Information

This individual serves as a primary point-of-contact and is responsible for:

- ensuring the project is progressing on time and promptly notifying their FDLE grant manager of any delays;
- overseeing all programmatic and financial reporting; and
- ensuring overall compliance with the grant agreement.

GM Name (First Last)

Brady Anderson

GM Title

Finance Director

GM Address 1

208 E Cypress St

GM Address 2

GM City

Arcadia

GM State

FL

GM Zip Code+4 (XXXXXX-XXXX)

34266

GM Phone Number (XXX-XXX-XXXX)

8634916739

GM Email Address

banderson@sheriffdesotofl.gov

### Chief Official Contact Information

This individual is the agency head for the eligible recipient.

The eligible recipient for the JAG program is a state agency or unit of local government. Examples of Chief Officials may include: Chairperson, Mayor, Executive Director, Secretary, Commissioner, etc.

CO Name (First Last)

JC Deriso

CO Title

Chairman

CO Address 1

201 East Oak Street

CO Address 2

CO City

Arcadia



CO State

FL

CO Zip Code+4 (XXXXXX-XXXX)

34266

CO Phone Number (XXX-XXX-XXXX)

8639934800

CO Email Address

jcderiso@desotobocc.com

Will the Chief Official be designating another individual to execute agreements on their behalf?

☒ Yes

☐ No

If yes, written authorization of signature authority is required. This may include:

- A letter signed by the Chief Official, on official letterhead, naming the individual or position (i.e. City Manager, County Clerk) they are authorizing to sign on their behalf; or
- An approved ordinance, charter, etc. authorizing an individual to sign on the Chief Official's behalf.

Upload written authorization of signature authority below.

#### Chief Financial Officer (CFO) Contact Information

This individual is responsible for the recipient's accounting system, financial management, and certifying claim reports submitted for payment.

CFO Name (First Last)

Pete Danao

CFO Title

Finance Director

CFO Address 1

201 E Oak St

CFO Address 2

CFO City

Arcadia

CFO State

FL

CFO Zip Code+4 (XXXXXX-XXXX)

34266

CFO Phone Number (XXX-XXX-XXXX)

8639934587

CFO Email Address

p.danao@desotobocc.com

#### Additional Grant Contact



Is there an additional grant point-of-contact (POC) you wish to add to the grant file?

- ☒ Yes
- ☐ No

POC Name (First Last)

Andrew Proudfit

POC Title

Major

POC Phone Number (XXX-XXX-XXXX)

8634916716

POC Email Address

aproudfit@sheriffdesotofl.gov



Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
D. Equipment		
Golf Carts	\$26,094.00	\$26,094.00
Subtotal	\$26,094.00	\$26,094.00
Total Proposed Cost	\$26,094.00	\$26,094.00

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	\$26,094.00	\$26,094.00
Subtotal	\$26,094.00	\$26,094.00
Total Proposed Revenue	\$26,094.00	\$26,094.00

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative



# DeSoto County

7/22/2025

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Item #: 5.

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

**DEPARTMENT:**    Administration  
**SUBMITTED BY:**    Sylvia Altman  
**PRESENTED BY:**    Mandy Hines

**TITLE & DESCRIPTION:**  
**FY 24 JAG-D Grant**

**REQUESTED MOTION:**  
**To approve the DeSoto County Sheriff's Office JAG-C Grant application.**

**SUMMARY:**  
**The 2024 JAG-D funding will be used to purchase specialized equipment for the SWAT Team. The rifles SWAT currently use are old and need to be retired. This grant allows rotating out some of the aging rifles and to purchase suppressors. This will allow the SWAT Team to follow the growing trend among law enforcement which is to use the suppressors for better hearing protection for the officers.**

**BACKGROUND:**  
**The yearly JAG-D grant from FDLE goes directly to DeSoto County for several different purposes with the top being law enforcement programs or initiatives. This year's amount is \$5,246.00 with no split involved.**

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

**DESOTO COUNTY, FLORIDA**

**RESOLUTION NO. 2025-\_\_\_\_\_**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AUTHORIZING THE DESOTO COUNTY SHERIFF TO SUBMIT AN APPLICATION SEEKING FUNDING ASSISTANCE THROUGH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FEDERAL FISCAL YEAR 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM (JAG24-DIRECT); AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Department of Law Enforcement (“FDLE”) Edward Byrne Memorial Justice Assistance Grant - Direct (JAG-D) Program focuses on improving the criminal justice system by funding initiatives within local and state agencies; and

**WHEREAS**, the grant offers an opportunity for DeSoto County to receive \$5,246.00 in total funding to implement programs in Law Enforcement, as more particularly set forth in the application; and

**WHEREAS**, DeSoto County Sheriff’s Office is experiencing a need for the replacement of existing equipment and can directly benefit from the aforementioned grant funding; and

**WHEREAS**, after a review of the grant materials, the County has determined that nothing contained in the grant application negatively impacts the interests of the County.

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

**SECTION 1.** The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact. The Board of County Commissioners further finds that the Florida Department of Law Enforcement under Florida’s Justice Assistance Grant Program is declared to be a workable program for providing needed replacement equipment for the DeSoto County Sheriff’s Office indicated in the proposed application.

**SECTION 2.** The Board of County Commissioners hereby approves and authorizes the Sheriff of DeSoto County, Florida, or his designee, to submit an application seeking funding assistance through the Florida Department of Law Enforcement – Federal Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant - Direct (JAG-D) and to execute any other paperwork necessary to, or associated with, the grant application. The Board of County Commissioners further authorizes the County Administrator, as the Chief Executive of the County, to sign all necessary certifications and assurances necessary to apply for and receive the referenced grant award.

**SECTION 3.** That this Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2025

**ATTEST:**

**DESOTO COUNTY BOARD  
OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Mandy Hines  
County Administrator

\_\_\_\_\_  
JC Deriso  
Chairman

Approved as to form and  
Legal sufficiency:

\_\_\_\_\_  
Valerie Vicente, County Attorney



# Office of Criminal Justice Grants LOBBYING, DEBARMENT, AND DRUG FREE WORKPLACE CERTIFICATION

Email completed form to: [CJgrants@fdle.state.fl.us](mailto:CJgrants@fdle.state.fl.us)

**Instructions:** Before completing this form, applicants should refer to the regulations cited below to determine which certifications are required. Using this form, applicants may certify their compliance with the following requirements: 28 CFR Part 69, "New Restrictions on Lobbying;" 28 CFR Part 67, "Government-wide Debarment and Suspensions (Non-procurement);" and 28 CFR 83, "Government-wide Requirements for Drug Free Workplace (Grants)," as applicable. The certifications attested to on this form shall be treated as a material representation of fact and will be relied upon as such when the Office of Criminal Justice Grants makes award determinations for a covered transaction, grant, or cooperative agreement.

## 1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- a) 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 any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid 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 grant or cooperative agreement, the undersigned shall complete and submit [Standard Form LLL – "Disclosure of Lobbying Activities"](#), in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

## 2. Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67 -

- a) The applicant certifies that it and its principals:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;
  - ii. Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing 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;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and
  - iv. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.
- b) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

## 3. Drug Free Workplace

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, as defined at 28 CFR Part 67 Sections 67.615 and 67.620 –

- a) The applicant certifies that it will or will continue to provide a drug-free workplace by:





## Office of Criminal Justice Grants LOBBYING, DEBARMENT, AND DRUG FREE WORKPLACE CERTIFICATION

Email completed form to: [CJgrants@fdle.state.fl.us](mailto:CJgrants@fdle.state.fl.us)

- i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - ii. Establishing an on-going drug-free awareness program to inform employees about –
    - 1) The dangers of drug abuse in the workplace;
    - 2) The subgrantee's policy of maintaining a drug-free workplace;
    - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);
  - iv. Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will –
    - 1) Abide by the terms of this statement; and
    - 2) Notify the employer in writing of his or her conviction for a violation of criminal drug statute occurring in the workplace no later than five (5) calendar days after the conviction.
  - v. Notifying the agency, in writing, within ten (10) calendar days after receiving notice under subparagraph (iv)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title to: Florida Department of Law Enforcement, Office of Criminal Justice Grants, P.O. Box 1489, Tallahassee, FL 32302-1489. Notice shall include the identification number(s) of each affected grant.
  - vi. Taking one of the following actions within thirty (30) calendar days of receiving notice under subparagraph (iv)(2), with respect to any employee who is convicted –
    - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 2) Requiring such employee to participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
  - vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i) through (vi).
- b) The subgrantee may insert in the space provided below the site(s) for the performance or work done in connection with

As the duly authorized representative of the applicant, I hereby certify that applicant will comply with the following certifications:

Certification Regarding Lobbying (required for applications over \$100,000)

Certification Regarding Debarment, Suspension and Other Responsibility Matters (required for all applicants)

Certification Regarding Drug-Free Workplace (required for state agency applications)

Recipient:

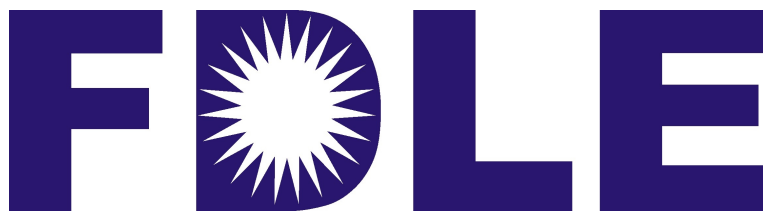
Printed Name:

Title:

Signature:

Date:

Application ID Number:



**DeSoto County Sheriff's Office**

Prepared by DeSoto County Board of Commissioners  
for Florida Department of Law Enforcement JAG24 - Direct

**Primary Contact: Brady Anderson**



## Opportunity Details

### Opportunity Information

Title

JAG24 - Direct

Description

This opportunity is available to units of local government who receive annual appropriations under Florida's Justice Assistance Grant (JAG) Program.

Awarding Agency Name

U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance

Agency Contact Phone

850-617-1250

Agency Contact Email

criminaljustice@fdle.state.fl.us

Subjects

Edward Byrne Memorial Justice Assistance Grant (JAG), JAG - Direct (JAGD)

Opportunity Posted Date

5/27/2025

Announcement Type

Initial Announcement

Assistance Listings Number

16.738

Public Link

<https://www.gotomygrants.com/Public/Opportunities/Details/943efd9c-5d41-45a4-8d9f-925396e7ac92>

Is Published

Yes

### Funding Information

Funding Sources

Federal Or Federal Pass Through

Funding Source Description

This funding is available under Florida's FY2024 Justice Assistance Grant award (15PBJA-24-GG-04224-MUMU).

### Award Information

Award Period

10/01/2023 - 09/30/2027

Award Type

Non Competitive

Indirect Costs Allowed

Yes



Matching Requirement

No

## Submission Information

Submission Window

Opens 05/27/2025 12:00 AM

Submission Timeline Type

One Time

## Eligibility Information

Eligibility Type

Private

Eligible Applicants

- County Governments
- City or township governments
- Native American tribal governments (Federally recognized)

Additional Eligibility Information

Eligible applicants are limited to units of local government. A unit of local government is defined as a city, county, town, township, borough, parish, village, or other general-purpose political subdivision of the state, including Native American Tribes who perform law enforcement functions as determined by the Secretary of the Interior.

## Additional Information

Additional Information URL

<https://www.fdle.state.fl.us/Grants/Home.aspx>

Additional Information URL Description

This site contains information regarding the various programs, funding opportunities, and forms managed by the Office of Criminal Justice Grants. Contact information and additional resources can also be found on this site.



## **Project Information**

### **Application Information**

Application Name

DeSoto County Sheriff's Office

Award Requested

\$5,246.00

Total Award Budget

\$5,246.00

### **Primary Contact Information**

Name

Brady Anderson

Email Address

banderson@desotosheriff.org

Address

208 E Cypress St  
Arcadia, FL 34266

Phone Number

863-491-6739

## Project Description

### JAG Program - Project Summary

#### Applicant and Award Information

#### NEW REQUIREMENT: Applicant Organization

Due to restrictions in functionality, OCJG is requiring the Applicant User's organization to match the Eligible Recipient's organization. The organization listed below your name at the top of the screen **MUST** match the name of the Eligible Recipient you are creating this application for.

- If you are registered with the Eligible Recipient organization: close the application window, switch profiles in AmpliFund, and click on the application link again to apply.
- If you are not registered with the Eligible Recipient organization: contact the assigned grant manager at the Eligible Recipient's organization and instruct them to apply. If the Eligible Recipient does not have a dedicated grant manager: you may need to contact them and ask to be added to their organization's profile. Contact your assigned OCJG grant manager for more information.

#### Eligible Recipients of JAG Funds

Eligible recipients are limited to units of local government. A unit of local government is defined as a city, county, town, township, borough, parish, village, or other general-purpose political subdivision of the state, including Native American Tribes who perform law enforcement functions as determined by the Secretary of the Interior. The eligible recipient cannot be a police department, sheriff's office, or other division of a unit of local government.

Enter the name of the Eligible Recipient.

DeSoto County BOCC

Is the Eligible Recipient a State Agency (i.e. Department of Corrections or other State of Florida agency)?

- ☐ Yes  
☒ No

In which county is the Eligible Recipient located?

DeSoto ▼

What is the Eligible Recipient's SAM Unique ID number (UEI)?

GH9DBEQV5KK3

Upload a copy of the Eligible Recipient's active SAM registration below.

#### E-Verify

Section 448.095, Florida Statutes, went into effect on July 1, 2023. All State of Florida agencies, including FDLE, are required to verify award recipients are registered with and use the E-Verify system. Eligible Recipients who are not registered with E-Verify will NOT be eligible for JAG funds. Applicants may use [E-Verify's Employer Search Tool](#) to verify their agency is registered.

Is the Eligible Recipient registered as a participating employer in the E-Verify System?

- ☐ Yes  
☐ No (award cannot be issued until registered)



## Payment Information

What is the Eligible Recipient's FEID number (FLAIR Vendor ID)?

596000579

What is the Eligible Recipient's payment address?

201 East Oak Street  
Arcadia, FL

## Project Information

### Project Period and Reporting Frequency

**NOTE: Projects must be at least six months in length. The final length of the project period will be determined at the time of award approval. No projects will extend past the federal award end date.**

Desired Start Date of the Project

10/01/2025

Desired End Date of the Project

09/30/2026

Please select your desired reporting frequency for submitting payment requests AND performance reporting.

Quarterly

### Performance Activity Area

Review the following activity area definitions and ensure you make the proper selection for your project in the next question:

- **Law Enforcement** = programs, activities, and/or spending conducted by a law enforcement organization, including crime lab/forensics activities. This **DOES NOT** include drug task forces or law enforcement driven crime prevention and education initiatives.
- **Prosecution and Courts** = programs, activities, and/or spending for prosecution, indigent defense, and court programs. This **DOES NOT** include drug courts, mental health courts, veterans' courts, or extreme risk protection order programs.
- **Prevention and Education** = programs, activities, and/or spending with the goal of educating individuals on various crimes or programs designed to help prevent crime.
- **Corrections and Community Corrections** = programs, activities, and/or spending for corrections, probation, parole, and reentry initiatives. This **DOES NOT** include substance abuse or co-occurring treatment programs.
- **Drug Treatment and Enforcement** = programs, activities, and/or spending for drug courts, drug treatment, co-occurring disorders, and drug task forces.
- **Planning Evaluation and Technology** = programs, activities, and/or spending related to large-scale technology upgrades and/or implementation, information sharing systems, strategic planning, and program evaluations.
- **Crime Victim and Witness** = programs, activities, and/or spending for services and support to victims of crime. This **DOES NOT** include monetary compensation for victims.
- **Mental Health** = programs, activities, and/or spending for behavior related programming and crisis intervention teams.
- **State Crisis Intervention Proceedings** = programs, activities, and/or spending related to specialty court proceedings (other than drug courts) and extreme risk protection order programs.

Select the appropriate activity area for this project.

- ☒ 01 - Law Enforcement
- ☐ 02 - Prosecution and Courts
- ☐ 03 - Crime Prevention and Education
- ☐ 04 - Corrections and Community Corrections
- ☐ 05 - Drug Treatment and Enforcement
- ☐ 06 - Planning Evaluation and Technology
- ☐ 07 - Crime Victim and Witness
- ☐ 08 - Mental Health
- ☐ 09 - State Crisis Intervention Proceedings

### Problem Identification

PID1: Describe the problems, issues, or concerns this funding will address and describe why this project is a priority for your organization.

In total the Specials Weapons and Tactics (SWAT) team has 12 assigned rifles. The rifles are varying in age with the newest rifles just over 15 years old. The rifles are extensively used in training and will soon need to be replaced. Furthermore, every surrounding agency is going to rifles with suppression capabilities as part of hearing protection. This funding will allow the agency to purchase 4 rifles that will replace the oldest 4 rifles on the team. This project is a priority as this is the oldest and in need of replacement equipment the agency currently possesses.

PID2: What actions are your organization currently taking to help address the problems/issues/concerns described above?

If this grant is not obtained funding will need to be secured and the above issue will be resolved by replacing up to 2 rifles at a time or as funding becomes available. This grant would allow the purchase of 4 rifles which will be 1/3 of the teams rifles.

PID3: Is this project a continuation from the previous year or other federal funding source?

- ☐ Yes
- ☒ No

### Scope of Work

#### Personnel

Will you be using funds to support personnel costs (FTE, OPS, etc. – not including overtime)?

- ☐ Yes
- ☒ No

#### Overtime

Will you be using funds to support overtime pay?

- ☐ Yes
- ☒ No

#### Travel and Training

Will you be using funds to support travel and/or training costs?

- ☐ Yes
- ☒ No

#### Equipment and/or Supplies

Will you be using funds to support the purchase of equipment and/or supplies?

- ☒ Yes
- ☐ No





## Definitions

*Equipment* is defined as any item that will be assigned a property tag and routinely inventoried or tracked (as per your agency's property management policies). These items are typically assigned to an individual and/or location in a property management system. Examples include: computers, laptops, weapons, or other items exceeding your agency's OCO threshold. All other items are considered *Supplies* for the purposes of this award.

**\*NEW\*** JAG funds may only be used to purchase Body Worn Camera (BWC) hardware. The use of funds for tap refresh, software, warranties, service agreements, data storage, or any other related expenses for BWC is prohibited. Additionally, grant funds may not be used for equipment refresh or subscription-based, rent-to-own, or lease systems. Contact your assigned grant manager if you have any questions regarding these new exclusions.

At what dollar threshold does your agency enter an item into the organization's inventory system?

\$5,000.00

Are any items being purchase with grant funds under your organization's inventory threshold, but will actually be inventoried based on your local policy/procedure?

- ☒ Yes  
☐ No

If "Yes", explain.

Agency armorers keep a list of all firearms and less lethal weapons owned by the agency.

Briefly describe the items to be purchased and how they are critical to addressing the problem described above.

A total of 4 Smith and Wesson rifles with S&W suppressors. This is just for the rifle and suppressor and the existing accessories will be transferred over to reduce cost. This will address the issue of age wear and tear. In addition this will also protect hearing with the added suppresser.

Do you have quotes available for any of the items being requested in the Equipment or Supplies category?

- ☒ Yes  
☐ No

Upload all applicable quotes.

Quotation - S03256.pdf

Will any of the items procured under this award be transferred to another entity upon receipt (i.e., a County is purchasing an item for a local Police Department)?

- ☐ Yes (a special condition will be added to the award)  
☒ No

## Method of Procurement

If any item described above will not be purchased via non-competitive procurement or state-term/alternate source contract, OCJG must ensure quotes and/or bids are obtained as defined by your agency's procurement policy or federal policy. This documentation must be maintained on file and provided to OCJG upon request at the time of reimbursement or monitoring.

## Sole Source Rules and Limitations

The use of non-competitive procurement methods (i.e. sole source) for grant-funded purchases is strongly discouraged. However, there are three scenarios in which sole source is allowable:

1. **The item or service is only available from one source.** This does not mean a particular brand name of a product justifies a sole source, it is the item itself. For example, procuring electronic control devices cannot be a sole source because these less-lethal devices are available to purchase from Taser International and various other vendors. NOTE: Vendor sole source letters are not sufficient justification for noncompetitive purchases.
2. **A public emergency** exists that will result in harmful delays if formal competition is required. This requires official written declaration of the public emergency by an authorized official (i.e. President, Governor, Mayor, etc.). The ability to purchase non-competitively under a declaration of public emergency expires when the written declaration expires.
3. **Inadequate competition** was noted after soliciting a number of sources. Documentation of the solicitations from each source must be maintained to support the non-competitive procurement.

Applicants who plan to utilize grant funds for non-competitive procurement MUST complete an [OCJG Sole Source Justification Approval](#) form for pre-approval by OCJG. Sole source purchases in excess of \$250,000 require OCJG to submit a GAM to DOJ for federal pre-approval. Additional information may be required by your OCJG grant manager.

Your OCJG grant manager will inform you if your sole source request has been pre-approved. If your sole source request is not pre-approved by OCJG and/or DOJ, quotes and/or bids must be obtained and provided to OCJG as required by your organization's procurement policy. This documentation must be maintained on file and provided to OCJG prior to reimbursement or at the time of monitoring. Sole source justification provided after the purchase has already been made will not be accepted.

Are any items being procured non-competitively (i.e. sole source)?

- ☐ Yes  
☒ No

#### State-Term or Alternate Source Contracts

**State-Term Contracts:** Recipients utilizing these types of contracts must provide the Florida State-Term Contract number at the time of application (if known).

**Alternate Source Contracts:** Federal procurement regulations allow for grant-funded items to be piggybacked off of existing contracts with other entities. This is known as "alternate source" contracting and is often used by OCJG recipients. Recipients utilizing an alternate source contract are required to describe the contract and provide the contract number (if known).

If the contract number is not known at the time of application, it must be provided at the time of reimbursement.

Are any items being procured from an existing Florida State-Term Contract?

- ☐ Yes  
☒ No

Are any items being procured from any other Alternate Source Contract (GSA, NASPO, piggybacking existing contract, etc.).

- ☐ Yes  
☒ No

#### Third-Party Services (Contractual Services)

Will you be using funds to support third-party services (consulting services, contractual services, and/or subawards)?

- ☐ Yes  
☒ No

#### Third-Party Consultants

#### Third-Party Contracts

#### Third-Party Subawards

### Other Costs

Will you be using funds to support "other" costs not captured in any of the categories above?

- ☐ Yes  
☒ No

### Indirect Costs

Federal recipients may elect to use a portion of funding for indirect costs.

Will you be using funds to support indirect costs?

- ☐ Yes  
☒ No

### Program Generated Income (PGI)

**Grant-funded activities may generate revenues for the recipient organization. Examples of program income activities include but are not limited to: asset seizures/forfeitures, registration/tuition fees collected from hosted events, interest earned on advance award funds, membership fees, court-ordered attorney's fees, and fees/fines for failed drug tests. All program income must be accounted for, reported, and expended in accordance with [Section 3.4 of the DOJ Grants Financial Guide](#).**

Will any proposed grant activities generate Program Income?

- ☐ Yes (a special condition will be added to the award)  
☒ No

### JAG Pre-Approvals

BJA has provided guidance regarding prohibited and controlled expenditures. A guide for expenditures made during or after Federal Fiscal Year 2023 may be found here: [FY23 Prohibited Expenditures](#)

A separate guide exists for expenditures made during Federal Fiscal Year 2015 through Fiscal Year 2022: [FY15-FY22 Prohibited Expenditures](#)

See [BJA's JAG FAQs](#) for more information on the approval process. OCJG grant managers will review the application and seek more information for any items that may require BJA pre-approval.



## JAG Program - Certifications & Forms

### Forms/Certifications Required for All Applicants

#### **Lobbying, Debarment, and Drug Free Workplace**

All recipients are required to complete and upload a [Lobbying, Debarment, and Drug Free Workplace Certification](#). A separate certification must be signed for EACH application.

Upload the completed certification below.

Lobbying Certification.pdf

Does this application equal \$100,000 or more?

- ☐ Yes  
☒ No

#### **Subrecipient Management Questionnaire**

All recipients are required to complete and upload a [Subrecipient Management Questionnaire \(SMQ\)](#) with their application. This form is used to help evaluate the recipient organization's existing internal controls related to the management of federal grant funds. OCJG will utilize this form as a "risk assessment" to determine the appropriate level of monitoring (desk or onsite) for the award.

Additional supporting documentation is required, such as a [Single Audit Certification](#).

Upload the completed SMQ form below.

Upload the completed Single Audit Certification form below.

#### **SMQ Documentation:**

The following documents are not required at the time of application submission but are required at monitoring.

Upload a copy of your Third-Party procedures.

Upload a copy of your cash advance payment procedures.

Upload a copy of your internal control procedures.

Upload a copy of your financial management procedures.

Upload a copy of your written procedures regarding safeguarding personally identifiable information.

Upload a copy of your written procedures regarding whistleblower protections.

Upload a copy of your written inventory procedures.

Upload a copy of your written procedures regarding reporting and investigating grant-funded property loss.

Upload an copy of your procurement policy.



Upload a copy of any additional documentation required when completing the SMQ.

## Equal Employment Opportunity (EEO)

### Civil Rights Training

As a condition of the federal JAG award, OCJG requires all recipients (and subrecipients) to complete a two part Civil Rights Training and provide copies of the training certificates upon request. To access the training, please visit our [Civil Rights Training for Grantees](#) webpage. At a minimum, the recipient grant manager must complete the training. These certificates do not expire and may be utilized for future awards.

Have you completed the Civil Rights Training for Grantees modules?

- ☒ Yes  
☐ No (a condition will be added to award)

Upload copy of Civil Rights Training for Grantees certificates for the individual designated as Recipient Grant Manager.

### EEO Certification (EEOC)

All recipients are required to submit an [EEO Certification \(EEOC\)](#) annually.

Upload completed EEO Certification below.

BOCC EEO Certification.pdf, DSO EEO Certification.pdf

Answer the following questions to determine if your agency is required to submit an EEO Plan (Utilization Report) to DOJ's Office of Civil Rights:

Does your organization have 50 employees or more?

- ☒ Yes  
☐ No

Did your organization receive a single award of \$25,000 or more from any U.S. Department of Justice grant program in the last fiscal year?

- ☐ Yes  
☒ No

**No Plan Required (Less than \$25,000 in DOJ funding)**

Based on your response, you are not required to submit an EEO Plan/Utilization Report to DOJ. You may move to the next section.

## Project Specific Certifications

### Ballistic Vests

Recipients proposing the use of grant funds to procure ballistic vests or plate carriers must ensure the vests are American-made, ordered to fit the user, and are compliant with [NIJ Ballistic/Stab Standards](#). In addition, recipients purchasing routine-duty body armor must complete the [Ballistic Vests \(Mandatory Wear\) Certification](#) with their application.

Does this application propose the use of grant funds for ballistic vests?

- ☐ Yes (a condition will be added to award)  
☒ No

### **Body Worn Cameras**

Recipients proposing the use of grant funds to procure body worn camera equipment and supplies must complete the [Body Worn Camera Policy Certification](#) with their application.

**NOTE:** Grant funds will only reimburse for licensing, data storage, and warranties during the project period. If costs extend past the project period, they will be pro-rated from the date of purchase.

Does this application propose the use of grant funds for body cameras?

- ☐ Yes (a condition will be added to award)  
☒ No

### **Telecommunications and Video Surveillance Services and/or Equipment**

Recipients proposing the use of grant funds to procure telecommunications and/or video surveillance equipment and/or services must complete a [TVS Certification](#) with their application. For more information on this requirement, please review the [FAQs](#) and the [training](#) posted to OCJG's webpage. Examples of TVS equipment include but are not limited to: cameras/webcams, DVR's, computers/laptops, servers, televisions, monitors, "smart" boards, and radios.

Does this application propose the use of grant funds for telecommunications or video surveillance services and/or equipment?

- ☐ Yes (a condition will be added to award)  
☒ No

### **Suitability to Work With Minors (SWIM)**

Recipients OR subrecipients (at any tier) who plan to use grant funds for activities that involve working with or interacting with minors (individuals under the age of 18), must provide a [Suitability to Work and/or Interact with Minors Certification \(SWIMC\)](#). For more information, review the [training session](#) posted on our website and the [condition language](#) on OJP's website.

Does this application's project, as described in the scope of work, indicate ANY activities may involve working with, or interacting with, minors?

- ☐ Yes (a condition will be added to award)  
☒ No

### **Confidential Funds**

Recipients proposing the use of grant funds to support confidential fund activities must complete the [Confidential Funds Certification](#) with their application. Additionally, recipients must have written policies and procedures to ensure confidential funds are managed in accordance with federal guidelines. Agencies who do not have a written policy may consider formalizing and adopting policies based off of the [sample policy](#) provided on our website.

Does this application propose the use of grant funds to support confidential fund activities?

- ☐ Yes

☒ No

### **Task Force Activities**

Recipients proposing to use funds to support task force personnel, overtime, equipment, or contracted positions must provide a task force personnel roster at the time of application. In addition, the recipient is responsible for ensuring all task force members complete the required [BJA Center for Task Force Integrity and Leadership online training courses](#) once every four years. Certificates of completion for each member on the roster must be provided to OCJG at the time of application. If any task force members have not completed the training or have expired certificates, valid certificates must be provided to OCJG within 90 days of award.

Does this application propose the use of grant funds to support task force personnel, overtime, equipment, or contracted positions?

- ☐ Yes (a condition will be added to award)  
☒ No

### **National Environmental Policy Act (NEPA)**

NEPA requirements apply to any federal project (including grants) that might have a significant impact on the quality of the human environment. The following projects require OCJG to obtain approval from BJA's NEPA coordinator:

Projects involving construction, expansion, or renovation of existing facilities. This includes ANY project that involves ground disturbing activities such as the installation of a fence or pole. Site planning documentation such as maps, photos, plans, renderings, etc. will be required.

Projects involving the use of chemicals, such as while processing forensic evidence.

These projects will be reviewed by the NEPA coordinator to ensure they are not located within or will potentially affect any of the following: a 100-year flood plain; a wetland; important farmland; a proposed or listed endangered or threatened species; a proposed or listed critical habitat; a property that is listed or eligible for listing on the National Register of Historic Places; an area within an approved State Coastal Zone Management Program; a coastal barrier or a portion of a barrier within the Coastal Barrier Resources System; a river or portion of a river included in or designated for potential addition to the Wild and Scenic Rivers System; a designated or proposed Wilderness Area; a sole source aquifer recharge area designated by the EPA; nearby religious or cultural sites; nearby minority, indigenous, low-income, or other sensitive populations. In addition, the NEPA coordinator will evaluate the impact the project may have on noise pollution, and review recipient protocols for the handling of hazardous waste, solid waste, and uncontrolled air emissions (if applicable to the project).

If the proposed project is affected, recipients must complete and upload a [BJA CATEX Checklist](#) at the time of application. Projects involving "minor renovation or remodeling" are excluded from NEPA requirements, but additional documentation may be required by your OCJG grant manager to reach this determination.

Any expenses incurred prior to NEPA approval are spent "at risk". If BJA denies the request, NEPA-related expenses will not be eligible for reimbursement.

Refer to [BJA's NEPA Guidance](#) document for more information.

Does this application propose the use of grant funds for construction, expansion, or renovation projects, or a project involving the use of chemicals (EXCLUDING meth lab operations)?

- ☐ Yes (a withholding of funds condition will be added to the award)  
☒ No

### **Methamphetamine Laboratory Operations**



Recipients with projects relating to clandestine meth lab operations, including their identification, seizure, or closure (i.e. clean-up), must provide copy of their agency's Methamphetamine Mitigation Plan to OCJG. The plan will be submitted to BJA to ensure it complies with NEPA requirements. Any expenses incurred prior to BJA approval are spent "at risk". If BJA denies the request expenses related to meth lab operations will not be eligible for reimbursement.

Does this application propose the use of grant funds for the identification, seizure, or closure (clean up) of a clandestine meth lab?

- ☐ Yes (a withholding of funds condition will be added to the award)  
☒ No

**Application Submission Certifications (200.415)**

**Certification Statement:**

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences, including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

Recipient Response:

- ☒ I certify the statement above by submitting this request.





## JAG Program - Grant Contact Information

### Recipient Grant Manager Contact Information

This individual serves as a primary point-of-contact and is responsible for:

- ensuring the project is progressing on time and promptly notifying their FDLE grant manager of any delays;
- overseeing all programmatic and financial reporting; and
- ensuring overall compliance with the grant agreement.

GM Name (First Last)

Brady Anderson

GM Title

Finance Director

GM Address 1

208 E Cypress St

GM Address 2

GM City

Arcadia

GM State

FL

GM Zip Code+4 (XXXXXX-XXXX)

34266

GM Phone Number (XXX-XXX-XXXX)

8634916739

GM Email Address

banderson@sheriffdesotofl.gov

### Chief Official Contact Information

This individual is the agency head for the eligible recipient.

The eligible recipient for the JAG program is a state agency or unit of local government. Examples of Chief Officials may include: Chairperson, Mayor, Executive Director, Secretary, Commissioner, etc.

CO Name (First Last)

J.C. Deriso

CO Title

Chariman

CO Address 1

201 East Oak Street

CO Address 2

CO City

Arcadia



CO State

FL

CO Zip Code+4 (XXXXXX-XXXX)

34266

CO Phone Number (XXX-XXX-XXXX)

8639934800

CO Email Address

jc.deriso@desotobocc.com

Will the Chief Official be designating another individual to execute agreements on their behalf?

☒ Yes

☐ No

If yes, written authorization of signature authority is required. This may include:

- A letter signed by the Chief Official, on official letterhead, naming the individual or position (i.e. City Manager, County Clerk) they are authorizing to sign on their behalf; or
- An approved ordinance, charter, etc. authorizing an individual to sign on the Chief Official's behalf.

Upload written authorization of signature authority below.

#### Chief Financial Officer (CFO) Contact Information

This individual is responsible for the recipient's accounting system, financial management, and certifying claim reports submitted for payment.

CFO Name (First Last)

Pete Danao

CFO Title

Finance Director

CFO Address 1

201 East Oak Street

CFO Address 2

CFO City

Arcadia

CFO State

FL

CFO Zip Code+4 (XXXXXX-XXXX)

34266

CFO Phone Number (XXX-XXX-XXXX)

8639934587

CFO Email Address

p.danao@desotobocc.com

#### Additional Grant Contact



Is there an additional grant point-of-contact (POC) you wish to add to the grant file?

- ☒ Yes
- ☐ No

POC Name (First Last)

Jose Raya

POC Title

Captain

POC Phone Number (XXX-XXX-XXXX)

8634916705

POC Email Address

jraya@sheriffdesotofl.gov



## Budget

### Proposed Budget Summary

#### Expense Budget

	Grant Funded	Total Budgeted
E. Supplies		
SWAT Gear	\$5,246.00	\$5,246.00
<b>Subtotal</b>	<b>\$5,246.00</b>	<b>\$5,246.00</b>
<b>Total Proposed Cost</b>	<b>\$5,246.00</b>	<b>\$5,246.00</b>

#### Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	\$5,246.00	\$5,246.00
<b>Subtotal</b>	<b>\$5,246.00</b>	<b>\$5,246.00</b>
<b>Total Proposed Revenue</b>	<b>\$5,246.00</b>	<b>\$5,246.00</b>

### Proposed Budget Detail

See attached spreadsheet.

### Proposed Budget Narrative

#### E. Supplies

List items by type (office supplies, postage, training materials, copy paper, books, etc.) with short description of what is included in the type. Each line item description MUST detail the calculation used to arrive the funded amount. NOTE: subscriptions, rent, utilities, etc. should be in the "Other Costs" category. EXAMPLE: office supplies (paper, pens, tape, files, sticky notes, etc.) average \$50/month x 12 months = \$600.

#### SWAT Gear

4 S&W 5.56 Rifles @ 895.00 each 4 S&W suppressors @ 455.00 each



# DeSoto County

7/22/2025

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Item #: 6.

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

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

**TITLE & DESCRIPTION:**  
**Approval of Holiday Schedule 2026.**

**REQUESTED MOTION:**  
**To approve the holiday schedule for calendar year 2026.**

**SUMMARY:**  
**Approval of the holiday schedule will allow the public, vendors and staff, information on County office closures. If approved, it will also allow for placement of a garbage pickup informational flyer or notice to be placed in the October tax statements and/or where necessary.**

**BACKGROUND:**  
Click or tap here to enter text.

**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

Board of County Commissioners

Human Resources Department

201 East Oak Street

Arcadia, Florida 34266

(863) 993-4808 / (863) 993-4708 fax

[www.desotobocc.com](http://www.desotobocc.com)

Equal Opportunity Employer / Drug-Free Workplace

## MEMORANDUM

DATE: July 22, 2025

TO: ALL COUNTY EMPLOYEES

THRU: Mandy Hines, County Administrator

FROM: Latrinda Jones, Human Resources Director

SUBJECT: 2026 Holidays Observed

All full-time and part-time County employees, filling established regular positions are entitled to the following thirteen observed holidays annually:

Holiday Description	Date	Date Observed
New Years Day	January 1 <sup>st</sup>	Thursday – January 1, 2026
MLK Jr. Holiday	3rd Monday in January	Monday - January 19, 2026
Presidents Day	3rd Monday in February	Monday – February 16, 2026
Good Friday	Friday before Easter	Friday – April 03, 2026
Memorial Day	Last Monday in May	Monday - May 25, 2026
Independence Day	July 4 <sup>th</sup>	Friday - July 3, 2026
Labor Day	1st Monday in September	Monday – September 7, 2026
Columbus Day	2nd Monday in October	Monday – October 12, 2026
Veterans Day	November 11 <sup>th</sup>	Wednesday – November 11, 2026
Thanksgiving Day	4th Thursday in November	Thursday – November 26, 2026
Thanksgiving Day After	Day after Thanksgiving	Friday – November 27, 2026
Christmas Eve	December 24 <sup>th</sup>	Thursday – December 24, 2026
Christmas Day	December 25 <sup>th</sup>	Friday – December 25, 2026

Supervisors, please post this notice in a prominent place in your work areas.



# DeSoto County

7/22/2025

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Item #: 7.

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

**DEPARTMENT:**    Administration  
**SUBMITTED BY:**    Sylvia Altman  
**PRESENTED BY:**    Mandy Hines

**TITLE & DESCRIPTION:**

**Grant Agreement between the Florida Department of Law Enforcement (FDLE) and the DeSoto County Board of Commissioners**

**REQUESTED MOTION:**

**To approve the attached grant agreement with FDLE as presented for the Sheriff's Office Salaries offset for fiscally constrained counties.**

**SUMMARY:**

**The Florida Department of Law Enforcement (FDLE, Office of Criminal Justice Grants (OCJG) is awarding this grant for State Financial Assistance for the project entitled, Law Enforcement Salary Assistance for Fiscally Constrained Counties. Funding is allocated for the state fiscal year 2025-2026 with the grant period beginning July 1, 2025, and ending June 30, 2026.**

**FUNDS:**

Budget Amount: **\$698,952.00**

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.

**Agreement for State Financial Assistance Between  
Florida Department of Law Enforcement  
and  
DeSoto County Board of County Commissioners**

**AWARD AGREEMENT**

**Award Number:** LG005  
**Project Title:** Law Enforcement Salary Assistance for Fiscally Constrained Counties  
**Project Period:** 07/01/2025 – 06/30/2026  
**Awarded Funds:** \$698,952.00  
**FLAIR Vendor ID:** 596000579  
**CSFA Catalog Number:** 71.067

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**THIS AWARD AGREEMENT** is entered into by and between the Florida Department of Law Enforcement (“FDLE” or “Department”) and DeSoto County Board of County Commissioners (“Recipient”) on behalf of DeSoto County Sheriff’s Office (“Recipient’s Sheriff”). The Department and the Recipient and/or Recipient’s Sheriff are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

**WHEREAS**, the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient in accordance with the terms and conditions set forth in the Agreement; and

**WHEREAS**, the Department has available funds resulting from a single, non-recurring appropriation in The General Appropriations Act, 2025 Legislature, Section 4, Specific Appropriation 1177, Grants and Aids-Special Projects, intended to provide funding to the Recipient for salary increases for deputy sheriffs and correctional officers employed by the Recipient’s Sheriff; and

**WHEREAS**, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications, and experience to carry out the state project identified herein, and, through the Recipient’s Sheriff, does offer to perform such services.

**NOW THEREFORE**, in consideration of the foregoing, the parties hereto agree as follows:

The 2025-2026 General Appropriations Act (GAA) contains the following proviso language and provides information on the legislative intent for the use of these funds:

“From the funds in Specific Appropriation 1177, \$25,906,784 in recurring funds from the General Revenue Fund is provided for salary increases for deputy sheriffs and correctional officers employed by sheriff’s office or boards of county commissioners in fiscally constrained counties, as defined in section 218.67(1), Florida Statutes.”

The Recipient has been allocated \$698,952.00 in funding for this purpose for fiscal year 2025-2026.

This award is subject to the terms and conditions outlined in the following sections of the Agreement.

<b>Section I:</b>	Scope of Work
<b>Section II:</b>	Reconciliation of Funds
<b>Section III:</b>	Reporting Requirements
<b>Section IV:</b>	Payments
<b>Section V:</b>	Deliverables
<b>Section VI:</b>	Administration
<b>Section VII:</b>	Award Signatures
<b>Section VIII:</b>	Audit Requirements for Awards of State and Federal Financial Assistance
<b>Section IX:</b>	Standard Terms and Conditions



### Section I: Scope of Work

This state financial assistance award will be managed in AmpliFund, FDLE's electronic grant management system. The Recipient Grant Manager shall be responsible for obtaining a login to AmpliFund by contacting the Lead Recipient for their agency. Contact the Department Grant Manager for assistance if your agency does not have an account with AmpliFund or if the Lead Recipient is unknown.

#### Recipient Responsibilities:

1. The Recipient, through the Recipient's Sheriff, shall provide regular and ongoing law enforcement and correctional services to the community it serves during the project period.
2. The Recipient shall strive to maintain adequate staffing levels based upon the specific needs of the community it serves and in accordance with established policies and procedures.
3. The Recipient shall establish policies and procedures to track disbursements received from the Department and salaries and benefits paid out to deputy sheriffs and correctional officers during the project period, in accordance with generally accepted accounting principles. The portion of salaries and benefits paid using award funds must be tracked separately from other salary dollars.
4. The Recipient shall establish adequate timekeeping policies and procedures to substantiate the number of hours worked by deputy sheriffs and correctional officers under their employment during the project period.
5. The Recipient and/or Recipient's Sheriff shall establish procedures to maintain supporting documentation on file for all expenditures made with state funds during the project period. Copies of supporting documentation must be provided to the Department Grant Manager upon request. Supporting documentation may include but is not limited to: timesheets, paystubs, payroll reports, and general ledgers.
6. The Recipient and/or the Recipient's Sheriff shall provide all of the reports required by **Section III** by the specified deadlines.

### Section II: Reconciliation of Funds

The final Quarterly Payroll Certification (QPC) for the previous award year (7/1/2024 – 6/30/2025) is due to the Department by July 15, 2025, in accordance with the previous year's award agreement. The Department will utilize the previous year's reports to reconcile the total amount of state funds received vs. the total amount of state funds expended during the previous award year. No payments shall be issued under this agreement until the reconciliation process is complete.

Any amount of state funds received by the Recipient that was not utilized to increase the salaries of deputy sheriffs and/or correctional officers must be refunded to the Department. The Recipient will be notified in writing if a refund is owed. Refunds must be provided to the Department within 30 days of receipt of the written notification, and no payments shall be issued under this agreement until the refund has been received.

If the reconciliation process determines no refund is owed, the previous year's award shall be closed and the initial payment for this award year shall be initiated by the Department, provided the initial reports required by **Section III** have been submitted.

### Section III: Reporting Requirements

The Recipient and/or Recipient's Sheriff shall be responsible for providing the following reports and/or documents by the deadlines specified below.

1. Prior to the initial distribution of funding: the Recipient and/or Recipient's Sheriff must provide to the Department:
  - a) A copy of this signed Agreement;
  - b) A Spending Plan detailing how salary increases funded by this Agreement shall be distributed to deputy sheriffs and/or correctional officers; and
  - c) If not already on file with the Department: a copy of the Recipient's approved Local

Operating Budget for 2024-2025, detailing the amount of local funds budgeted for deputy sheriff and correctional officer salaries.

2. No later than October 6, 2025: the Recipient and/or the Recipient's Sheriff must provide a report to the Florida Sheriff's Association detailing how funds were distributed to deputy sheriffs and/or correctional officers during the previous award year (7/1/2024 – 6/30/2025). Funding owed under this agreement shall be withheld by the Department until the Department receives confirmation of receipt from the Florida Sheriff's Association.
3. By November 1, 2025: the Recipient and/or the Recipient's Sheriff shall provide a copy of the Recipient's approved Local Operating Budget for 2025-2026, detailing the amount of local funds budgeted for deputy sheriff and correctional officer salaries. Funding owed under this agreement shall be withheld by the Department until this document is received.
4. No later than 15 days after the end of each quarter: the Recipient and/or the Recipient's Sheriff shall submit a Budget Tracking Period in AmpliFund with a copy of the Quarterly Payroll Certification (QPC) report attached. A copy of the QPC report template shall be provided to the Recipient upon execution of the Agreement. Instructions for submitting Budget Tracking Periods in AmpliFund will be provided to the Recipient upon execution of the agreement.

The reporting schedule for this award is summarized in the table below. All payments owed under the terms if this award agreement shall be withheld by the Department until the specified reports have been received.

Due Date	Reports Due	QPC Reporting Period
7/15/2025	QPC – submit via email	4/1/2025– 6/30/2025
10/6/2025	Funding summary to FSA – submit via email	
10/15/2025	QPC – submit via AmpliFund	7/1/2025– 9/30/2025
11/1/2025	Approved budget for new fiscal year – submit via email	
1/15/2026	QPC – submit via AmpliFund	10/1/2025– 12/31/2025
4/15/2026	QPC – submit via AmpliFund	1/1/2026– 3/31/2026
7/15/2026	QPC – submit via AmpliFund	4/1/2026– 6/30/2026

#### **Section IV: Payments**

The Department will disburse funds to the Recipient in the form of four equal, quarterly cash advances. The Department shall initiate payment of the cash advance upon receipt of the QPC for the previous quarter, provided no other documentation required by **Section III** is outstanding.

Quarter	Quarterly Advance
Q1	\$174,738.00
Q2	\$174,738.00
Q3	\$174,738.00
Q4	\$174,738.00
<b>Total</b>	<b>\$698,952.00</b>

The State of Florida's and the Department's performance and obligation to pay under the Agreement is contingent upon an appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution. All expenditures must be incurred during the term of the project period. The Department's determination of acceptable expenditures shall be conclusive. Expenditures of state financial assistance shall be compliant with laws, rules and regulations specified in §943.361, Florida Statutes.

If the Recipient fails to provide services as outlined in the Agreement, additional distributions of funds will be withheld. Future funding under this program may also be jeopardized. In the event the Recipient ceases the provision of correctional services during the contract period, a final report shall be submitted to the Department which includes the actual salary costs of impacted correctional officers from the beginning of the project period through the date the provision of services ceased. The actual costs will be compared

to the distributions to date, and any state funds disbursed in excess of eligible funds expended must be refunded to the Department no later than July 31, 2026.

Section V: Deliverables	
<b>Deliverable:</b>	The Recipient will use funding provided by this award to increase salaries for deputy sheriffs and correctional officers under their employment.
<b>Minimum Performance Criteria:</b>	Documentation required for payment includes a Quarterly Payroll Certification for the most recently completed quarter, attesting to the amount of state funds paid to each deputy sheriff and/or correctional officer during that quarter.
<b>Financial Consequences:</b>	Failure to provide the required documentation will result in the withholding of payment.
<b>Deliverable Price:</b>	Total payments for this deliverable will not exceed \$698,952.00

## Section VI: Administration

Changes to the following points of contact and chief officials below must be submitted to FDLE Office of Criminal Justice Grants in writing.

### Recipient Grant Manager

**Name:** Brady Anderson  
**Title:** Finance Director  
**Address:** 208 E Cypress St  
Arcadia, FL 34266  
**Phone:** 863-491-6739  
**Email:** banderson@sheriffdesotofl.gov

### Recipient Chief Official

**Name:** J.C. Deriso  
**Title:** Chairman  
**Address:** 201 E Oak St  
Arcadia, FL 34266  
**Phone:** 863-993-4800  
**Email:** j.deriso@desotobocc.com

### Recipient Chief Financial Officer

**Name:** Pete Danao  
**Title:** Finance Director  
**Address:** 201 E Oak St  
Arcadia, FL 34266  
**Phone:** 863-993-4857  
**Email:** p.danao@desotobocc.com

### Florida Department of Law Enforcement (FDLE) Grant Manager

**Name:** Angela Ferrara  
**Title:** Government Analyst II  
**Address:** P.O. Box 1489  
Tallahassee, FL 32302-1489  
**Phone:** 850-617-1253  
**Email:** [AngelaFerrara@fdle.state.fl.us](mailto:AngelaFerrara@fdle.state.fl.us)

**Section VII: Award Signatures**

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in the Agreement, have read and understand the Agreement in its entirety and have executed the Agreement by their duly authorized officers on the date, month and year set out below.

**Modifications to this page, including strikeouts, whiteout, etc. are not permitted.**

**Florida Department of Law Enforcement  
Office of Criminal Justice Grants**

Signature: \_\_\_\_\_

Typed Name and Title: Cody Menacof, Bureau Chief

Date: \_\_\_\_\_

**Recipient  
DeSoto County Board of County Commissioners**

Signature: \_\_\_\_\_

Typed Name and Title: J.C. Deriso, Chairman

Date: \_\_\_\_\_

**\*\*\* If using a designee, sign the Chief Official Designee section below\*\*\***

**Recipient Chief Official Designee (if applicable)**

Signature: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Additional Recipient Signatures (if applicable)**

Signature: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Section VIII: Audit Requirements for Awards of State and Federal Financial Assistance**

The administration of resources awarded by the Department of Law Enforcement ("Department") to the Recipient may be subject to audits and/or monitoring by the Department, as described in this section.

### **MONITORING**

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

### **AUDITS**

#### **PART I: FEDERALLY FUNDED**

This part is applicable if the Recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

#### **PART II: STATE FUNDED**

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient (for fiscal years ending June 30, 2017, and thereafter), the Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S., Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT 1** to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local

governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).

### **PART III: OTHER AUDIT REQUIREMENTS**

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

N/A

### **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website (<https://www.fac.gov/>) provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Recipient directly to each of the following:
  - a. The Department at the following email address:  
  
Electronic copy:  
[OCJGSFA@fdle.state.fl.us](mailto:OCJGSFA@fdle.state.fl.us)
  - b. The Auditor General's Office at each of the following addresses:

Electronic copy: The Auditor General's website ( <a href="https://flauditor.gov/">https://flauditor.gov/</a> ) provides instructions for filing an electronic copy of a financial reporting package.	and	Paper (hard copy): Auditor General Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450
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3. Documentation required by Part III of this form, if applicable, shall be submitted by or on behalf of the Recipient directly to the Department at [OCJGSFA@fdle.state.fl.us](mailto:OCJGSFA@fdle.state.fl.us).
4. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The Recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

***EXHIBIT 1***

**FEDERAL RESOURCES: N/A**

**STATE RESOURCES**

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:**

1. **Matching Resources for Federal Programs: N/A**
2. **Subject to section 215.97, F.S:**

**A. State Project:**

State Awarding Agency	State of Florida, Department of Law Enforcement
State Project Title	Law Enforcement Salary Assistance for Fiscally Constrained Counties
CSFA Number	71.067
Award Number	LG005
Award Amount	\$698,952.00

3. **Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:**

- A. State Project:** The compliance requirements for Award LG005 are outlined in the award agreement.



## Section IX: Standard Terms and Conditions

The following terms and conditions will be binding upon the execution of this Agreement between the Department and the Recipient. In the event that any of the information provided in this Appendix changes after the execution of this Agreement, the Department shall provide written notice of such changes to the Recipient. A formal amendment to the Agreement is not required.

## SECTION I : GOVERNING LAWS OF THE STATE OF FLORIDA

This Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations in accordance with the terms and conditions of this Agreement.

- A. Lobbying Prohibited:** The Recipient shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the Legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- B. Independent Contractor:** In performing its obligations under this agreement, the Recipient shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties. Neither the Recipient nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.
- C. Limitations on Advertising:** The Department is prohibited from endorsing the project of any recipient of state financial assistance. The Recipient shall not publicly disseminate any information or documentation that implies the project described in this Agreement is endorsed by the Department, or that contains the name, logos, or emblems of the Department.
- D. Sponsorship:** If the Recipient is a nongovernmental organization (a nonprofit or for-profit) that sponsors a program that is financed wholly or in part by State funds, including funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Recipient's name) and the State of Florida." If the sponsorship reference is in written material, the words "State of Florida" shall appear in the same size letters or type as the name of the Recipient. The Department's name, logos, or emblems shall not be utilized.
- E. Travel Costs:** The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines, section 112.061, F.S.
- F. Civil Rights:** The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such a person's ability to engage in this work, national origin, ancestry, age, or marital status. These requirements shall apply to all contractors, subrecipients, or others with whom the Recipient arranges to provide services or benefits to clients or employees in connection with the award program and related activities.
- G. E-Verify:** The Recipient agrees to comply with section 448.095(5), F.S., requiring the Recipient and all third-party entities it enters into agreements with to register with and use the E-Verify system. The Recipient may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining an affidavit from the third-party entity stating they do not employ, contract with, or subcontract with unauthorized aliens. If the Recipient or the Department has a good faith belief that a third-party entity is in violation of section 448.09(1), F.S., the Recipient must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or

county court to challenge a termination no later than 20 calendar days after the date on which the contract was terminated.

- H. Background Check:** Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this subsection, security background investigations shall include, but not be limited to: employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.
- I. Non-Disclosure Agreements:** Recipients may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud, or abuse in accordance with law to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if it is informed or notified that any subrecipient or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so by the Department.
- J. Disputes and Appeals:** Unless otherwise stated in this Agreement, disputes concerning performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Recipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.
- K. Insurance:** The Recipient shall provide and maintain at all times during this Agreement adequate general liability insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Recipient's performance of work under this Agreement. The limits of coverage shall not be interpreted as limiting the Recipient's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in the State of Florida, and such policies shall cover all employees engaged in any work performed under this Agreement. Documentation to support compliance with this provision shall be provided to the Department upon request. Failure to maintain adequate insurance coverage may, at the Department's sole discretion, result in termination of the Agreement.
- L. Intellectual Property Rights:** Where activities supported by this Agreement result in the creation of intellectual property rights, the Recipient shall notify the Department, and the Department will determine whether the Recipient will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Recipient will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- M. Prohibited Vendor Lists:** The Recipient may not enter into an agreement with any organization named on a prohibited vendor list, pursuant to sections 287.133 – 287.137, F.S. In addition, if the Recipient is found to be included on any of these lists, the Department may unilaterally terminate this Agreement. These lists are maintained by the Department of Management Services on their website: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/vendor\\_registration\\_and\\_vendor\\_lists](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists)

1. The "Convicted Vendor List", pursuant to section 287.133, F.S.
2. The "Discriminatory Vendor List", pursuant to section 287.134, F.S.
3. The "Forced Labor Vendor List", pursuant to section 287.1346, F.S.
4. The "Scrutinized List of Prohibited Companies", pursuant to section 287.135, F.S.
5. The "Suspended Vendor List", pursuant to section 287.1351, F.S.
6. The "Antitrust Violator Vendor List", pursuant to section 287.137, F.S.

## SECTION II: FUNDING AND PAYMENT CONSIDERATIONS

- A. Funding Requirements:** Pursuant to section 215.971(1), F.S.:
1. The Recipient may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the project period.
  2. The Recipient shall refund to the Department any balance of unobligated funds that were advanced or paid to the Recipient.
  3. The Recipient shall refund to the Department all funds received in excess of the amount to which the Recipient or its subrecipients are entitled under the terms and conditions of this Agreement.
- B. Compensation:** This is a cost-reimbursement agreement. This Agreement shall not exceed the award amount, and payment shall only be issued by the Department after acceptance of the Recipient's performance as set forth by the terms and conditions of this Agreement. The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.
- C. Payment Process:** Subject to the terms and conditions established in this Agreement, the Department agrees to pay the Recipient in accordance with section 215.422, F.S.
- D. EFT Payments:** Electronic Funds Transfer (EFT) payments are preferred by the State. While enrollment is not required, the Recipient may choose to enroll by submitting an authorization form to the Department of Financial Services. Copies of the authorization form and a sample blank enrollment letter may be obtained at: <https://www.myfloridacfo.com/division/aa/vendors>. Once enrolled, payments under this Agreement will be made by EFT. Questions about the enrollment process should be directed to the EFT section of the Department of Financial Services at (850) 413-5517.
- E. Financial Management:** The Recipient agrees to maintain all financial records and documents (including electronic files) in accordance with generally accepted accounting procedures and practices. The Recipient must be able to record and report on the receipt, obligation, and expenditure of grant funds for each award, project, and/or subrecipient. The Recipient must provide copies of their general ledgers and schedule of accounts to the Department upon request for monitoring purposes.
- F. Expenditures:** All expenditures must be in compliance with the laws, rules, and regulations applicable to the expenditure of State funds, including, but not limited to, the [Reference Guide for State Expenditures](#) maintained by the Department of Financial Services.
- G. Taxes:** The Department is exempt from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Recipient, however, shall not be exempted from paying State sales and use tax to the appropriate governmental agencies, nor shall the Recipient be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Recipient shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this agreement.
- H. Invoices:** Invoices submitted to the Department as supporting documentation for payment must fulfill all of the requirements for invoices outlined in the Reference Guide for State Expenditures. These requirements are summarized in Appendix C of this Agreement.

- I. **Advance Payments:** While this is primarily a cost-reimbursement agreement, the Recipient may be eligible to receive an advancement of funds (a cash advance) for immediate payables. The Recipient shall provide written justification for imminent need of funding to the Department Grant Manager, accompanied by the invoice(s) to be paid. The Recipient will be notified of the Department's decision to approve or deny the request in writing. If approved, advanced funds must be utilized to pay the approved invoice(s) within thirty (30) days of receipt of the funds via check/warrant or EFT. The cash advance must be reconciled with the Department within forty-five (45) days of receipt of the funds. The Department may choose, at its sole discretion, to withhold all payments owed to the Recipient until an outstanding cash advance has been reconciled.
- J. **Final Payment Request:** If the Recipient fails to submit the final payment request to the Department by the deadline specified in the Scope of Work, or within 45 days of the end date of the Agreement, the Department may, at its sole discretion, consider the Recipient to have forfeited any and all rights to payment under this Agreement.

### SECTION III: RETURN OR RECOUPMENT OF FUNDS

- A. **Refunds:** If the Recipient or its independent auditor discovers that an overpayment has been made, the Recipient shall contact the Department within seven (7) calendar days after the date of discovery. In the event that the Department first discovers an overpayment has been made, the Department will notify the Recipient in writing. The Department will provide a Refund Request Form to the Recipient to be completed and mailed to the Department with the refund check. Refunds must be submitted to the Department within thirty (30) calendar days after the date of discovery. Checks shall be made payable to the "Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to:

*FDLE – Cash Receipts  
Post Office Box 1489  
Tallahassee, FL 32302-1489*

Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. If an overpayment is discovered while the Agreement is still active, the Department may choose to recoup the overpayment from monies owed to the Recipient under this Agreement.

- B. **Recoupment of Funds:** If the Recipient's noncompliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Recipient under this Agreement. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement, the Recipient shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

### SECTION IV: DUTY OF DISCLOSURE OF LEGAL PROCEEDINGS AND INSTANCES OF FRAUD

- A. **Legal Proceedings:** Prior to the execution of this Agreement, the Recipient shall disclose in writing all prior or on-going civil or criminal litigation, investigations, arbitration, or administrative proceedings (collectively "Proceedings") involving this Agreement, including any Proceedings that involve subrecipients or contractors performing work under this Agreement. Thereafter, the Recipient has a continuing duty to promptly disclose all Proceedings upon occurrence.
- B. **Duty of Disclosure:** This duty of disclosure applies to each officer and director of the Recipient, as well as to each officer and director of subrecipients or contractors performing work under this Agreement, for any Proceeding that relates to an officer's or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such Proceeding causes the Department concern about Recipient's ability or willingness to perform work under the Agreement, then upon the Department's request, the Recipient shall provide to the Department Grant Manager all reasonable assurances that: (a) the Recipient will be

able to perform work under the Agreement in accordance with its terms and conditions; and (b) the Recipient and/or its employees, agents, subrecipients, or contractors have not and will not engage in conduct which is similar in nature to the conduct alleged in such Proceeding while performing work under this Agreement.

- C. Notification of Instances of Fraud:** Upon discovery, the Recipient shall report all known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Recipient, or an agent, contractor, or employee of the Recipient, to the Department Grant Manager in writing within 24 chronological hours.

## SECTION V: MANDATORY DISCLOSURE REQUIREMENTS

- A. Conflict of Interest:** This Agreement is subject to chapter 112, F.S. . The Recipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Recipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Recipient or its affiliates.
- B. Foreign Gifts and Contracts:** The Recipient shall comply with any applicable disclosure requirements in section 286.101, F.S.. Pursuant to section 286.101(7), F.S., "In addition to any fine assessed under section 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

## SECTION VI: PUBLIC RECORDS REQUIREMENTS

Recipients who fail to provide Public Records to the Department within a reasonable amount of time may be subject to penalties under section 119.10, F.S.

- A. Public Records Law:** The Recipient must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Recipient in conjunction with the Agreement ("Public Records"), unless the Public Records are exempt from public access pursuant to chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law ("Public Records Law"). For the purposes of this Agreement, the Recipient is responsible for becoming familiar with Florida's Public Records Law. The Recipient must provide copies of all requested documentation to the Department within ten (10) business days of the date of the request. The Department may unilaterally terminate the Agreement if the Recipient refuses to allow public access to Public Records as required by Public Records Law.
- B. Public Records Requests:** All requests to inspect or copy Public Records relating to the Agreement must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Agreement is governed by Public Records Law.
- C. Exemption from Public Records:** If the Recipient has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Recipient must simultaneously provide the Department with a separate redacted copy of the records the Recipient claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. Only the portions of the records that the Recipient claims are Confidential or Trade Secret shall be redacted. If the Recipient fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- D. Requests for Redacted Records:** If the Department receives a Public Records request for records that include those marked as "Confidential" or "Trade Secret", the Department will provide the Recipient-



redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Recipient that such an assertion has been made. It is the Recipient's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Recipient claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Recipient prompt notice of the demand, when possible, prior to releasing the portions of records the Recipient claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Recipient shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Recipient's failure to promptly, legally protect its claim of exemption and commence such protective actions within ten (10) days of receipt of such notice from the Department. If the Recipient claims that the records are Trade Secret pursuant to section 624.4213, F.S., and if all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

- E. Records Transfer:** If the Recipient's record retention requirements terminate prior to the requirements stated herein, the Recipient may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and if applicable, section 119.0701, F.S. The Recipient shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See:

<https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>

**IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT PUBLIC RECORDS AT:**

**Telephone:** (850) 410-7676

**Email:** [publicrecords@fdle.state.fl.us](mailto:publicrecords@fdle.state.fl.us)

**Mailing Address:** Florida Department of Law Enforcement,  
Office of Open Government, Public Records Section  
P.O. Box 1489  
Tallahassee, FL 32302-1489

## **SECTION VII: NONEXPENDABLE PROPERTY**

For the purposes of this section, "property" means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature.

- A. Compliance:** The requirements of this section apply to property owned by governmental units as defined by section 274.01, F.S., and not to for-profit or nonprofit organizations. However, these organizations are encouraged to establish and administer a property management system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.
- B. Property Supervision and Control:** Pursuant to section 273.03, F.S., the Recipient is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts).
- C. Maintenance of Property:** The Recipient shall be responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement, and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

- D. Property Records:** All nonexpendable property purchased under this Agreement shall be listed on the property records of the Recipient. The Recipient shall inventory annually and maintain accounting records for all nonexpendable property purchased. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), dates of acquisition, and the current condition of the item.

#### SECTION VIII: PURCHASE OF, OR IMPROVEMENTS TO, REAL PROPERTY

- A. Security Interest:** In accordance with section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, the Recipient shall grant the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of improvements to the real property for five (5) years from the date of purchase or the completion of improvements or as further required by law.
- B. Expiration of Security Interest:** Upon the expiration date of the Agreement, the Recipient shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: (a) the Recipient is not sold, merged, or acquired; (b) the real property subject to the improvements is owned by the Recipient; and (c) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of expiration of this Agreement, the Recipient is unable to satisfy these requirements, the Recipient shall notify the Department in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, the Department shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to the Recipient under this Agreement.

#### SECTION IX: SUBAWARDS, CONTRACTS, AND ASSIGNMENTS

- A. Allowability:** Unless otherwise specified in this Agreement or through prior written approval of the Department, the Recipient may not: (a) Subgrant any of the funds provided to the Recipient by the Department under this Agreement; (b) contract its duties or responsibilities under this Agreement out to a third party; or (c) assign any of the Recipient's rights or responsibilities herein, unless specifically permitted by law to do so.
- B. Recipient Responsibilities:** The Recipient agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department approves the Recipient's request to subgrant, contract, or assign any or all of the work to be performed under this Agreement, it is understood by the Recipient that all such arrangements shall be evidenced by a written contract containing all provisions necessary to ensure the vendor's compliance with applicable state and federal laws. The Recipient agrees that all subrecipients performing work under this award shall be properly trained individuals who meet or exceed any specified training qualifications. The Recipient further agrees that the Department shall not be liable to the vendor for all expenses and liabilities incurred under the contract and that the Recipient shall be solely liable to the vendor for all expenses and liabilities incurred under the contract. The Recipient, at its expense, will defend the Department against such claims.
- C. Subrecipient Responsibilities:** Subrecipients of state financial assistance are obligated to comply with the requirements outlined in this Agreement for monitoring, auditing, records retention, and financial reporting outlined in the attached Appendix to this Agreement. The Recipient shall include the aforementioned requirements in all approved subrecipient contracts and assignments.
- D. Subrecipient Agreements:** Pursuant to section 215.971, F.S., agreements with subrecipients performing work under this award shall include, or be amended to include:
- A scope of work that clearly establishes the tasks/activities the subrecipient will perform.
  - Specific deliverables related to the tasks/activities outlined in the scope of work.
  - The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance. This may include: documentation supporting delivery of an

- item such as receipts or paid invoices, documentation supporting the successful completion of an activity such as a dated, itemized invoice, activity logs, timesheets, or participant sign-in sheets.
- d) The financial consequences that will apply if the minimum level of service is not attained.
  - e) The financial consequences that will apply if the subrecipient fails to perform in accordance with the contract.
- E. Required Documentation:** The Recipient shall provide to the Department copies of all subcontracts executed with entities performing work under this award and a completed Form DFS-A2-NS (Recipient/Subrecipient vs. Vendor Determination form) with each subcontract. This form is required by the Florida Department of Financial Services and determines (1) the applicability of the Florida Single Audit Act and (2) whether the subcontractor is a vendor or a subrecipient.
- F. Certificate of Subaward:** When a subrecipient relationship is determined to exist, the Recipient must ensure the subrecipient is aware of, and agrees to follow, all audit, monitoring, and compliance requirements for the use of state funds referenced in Form DFS-A2-CL ("Audit Requirements for Awards of State and Federal Financial Assistance"). To assist with this requirement, the Department created a "Certificate of Subaward" to be completed by the Recipient and signed by the subrecipient. A copy of this form must be provided to the Department and maintained on file by all parties.
- G. Invoice Requirements:** Invoices submitted by a subcontractor must clearly identify the: the dates of service (the invoice period); a description of the specific deliverables provided during the invoice period; the quantity provided; and the payment amount specified in the contract for the completion of the deliverables provided.
- H. Timely Payment of Subcontractors:** If the Recipient receives advanced funding to pay an invoice for a subrecipient or contractor, the Recipient agrees to make payments to pay the invoice within seven (7) working days of receipt of the advance via check/warrant or EFT, unless otherwise stated in the agreement between the Recipient and the subrecipient or contractor. The Recipient's failure to pay its subrecipients or contractors within seven (7) working days will result in a statutory penalty charged against the Recipient and paid to the subrecipient or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due, pursuant to section 287.0585, F.S.

## SECTION X: INDEMNIFICATION

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

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



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

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

#### SECTION XI: NONPROFIT RECIPIENTS

- A. Allocations for Remuneration Form:** Pursuant to §216.1366(3), and Executive Order 22-44, nonprofit Recipients are required to provide documentation indicating the amount of state financial assistance allocated for remuneration to any member of the board of directors or an executive officer of the Recipient's organization. This requirement is met by submitting a "Non-Profit State Fund Allocations for Remuneration" form to the Department. A copy of this form must be posted to the Recipient's website, if the Recipient maintains a website. For the purposes of this section, "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.
- B. Compensation Paid Using State Funds Form:** If the Recipient indicates funding has been allocated for remuneration to any member of the board of directors or an executive officer of the Recipient's organization, a "Non-Profit Total Compensation Paid Using State Funds" form must be submitted to the Department with each payment request for each individual receiving compensation. A copy of this form (or forms) must be posted to the Recipient's website, if the Recipient maintains a website.
- C. IRS Form 990:** Pursuant to Executive Order 22-44, nonprofit recipients who receive 50% or more of their annual funding from the state must submit a copy of their IRS Form 990 to the Department at the time it is filed. Any subsequent changes or corrections that are made to Form 990 during the project period must be submitted to the Department within thirty (30) days of the change or correction.

#### SECTION XII: TERMINATION AND FORCE MAJEURE

- A. Corrective Action:** The Department will notify the Recipient in writing if corrective action is required for noncompliance, nonperformance, or unacceptable performance of work under this Agreement. Failure to implement or improve performance of work in accordance with the corrective action plan may result in termination of the Agreement.
- B. Termination for Cause:** The Department may, at its sole discretion and upon providing written notice to the Recipient, terminate the Agreement if the Recipient fails to a) satisfactorily complete the deliverables within the project period of the Agreement; b) maintain adequate progress, thus endangering performance of the Agreement; c) honor any term of the Agreement; or d) above by any statutory, regulatory, or licensing requirement of the Agreement.
- C. Termination Due to Lack of Funds:** If funding for this Agreement is withdrawn or redirected by the Legislature, the Department shall provide written notice to the Recipient at the earliest possible time. The lack of funds shall not constitute a default by the Department or the State.
- D. Termination for Convenience:** The Department may terminate this Agreement, in whole or in part, by providing written notice to the Recipient that it is in the Department's or the State's best interest to do so. The Recipient shall not provide any deliverable pursuant to Appendix B after it receives the Department's notice of termination, except as the Department otherwise specifically instructs the Recipient in writing. The Recipient will not be entitled to recover any cancellation charges or lost profits.

- E. Recipient's Responsibilities upon Termination:** If the Department issues a notice of termination to the Recipient, except as otherwise specified by the Department in that notice, the Recipient shall: (a) Stop work under this Agreement on the date and to the extent specified in the notice; (b) complete performance of such part of the work the Department does not terminate, if any; (c) take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of the Recipient and in which the Department has or may acquire an interest; and (d) transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Recipient for its services in connection with such transfer or assignment.
- F. Severability:** If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.
- G. Survival:** Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- H. Force Majeure:** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the Party's performance requirements under this Agreement.
- I. Notice of Delay from Force Majeure:** In the case of any delay the Recipient believes is excusable under subsection G, the Recipient shall notify the Department in writing of the delay or potential delay and the cause of the delay either: (a) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Recipient could reasonably foresee that a delay could occur as a result; or (b) within five (5) calendar days after the date the Recipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE RECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this subsection is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Recipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Recipient will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, after the causes have ceased to exist, the Recipient shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Recipient to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part. If the delay is excusable under this section, the delay will not result in any additional charge or cost under the Agreement to either Party.



# DeSoto County

7/22/2025

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Item #: 8.

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

**DEPARTMENT:**    Administration  
**SUBMITTED BY:**    Sylvia Altman  
**PRESENTED BY:**    Mandy Hines

**TITLE & DESCRIPTION:**

**Proclamation/2025 Diamond Youth Baseball AAA State Champions**

**REQUESTED MOTION:**

**To recognize the achievements of the 2025 Diamond Youth Baseball AAA Division 1 State Champions.**

**SUMMARY:**

**The 2025 DYB AAA 10U State Champions from DeSoto County has earned the honor of representing Team Florida in the DYB World Series taking place in Lexington, South Carolina from July 31-August 6, 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, FLORIDA  
PROCLAMATION**

**WHEREAS**, DeSoto County Diamond Youth Baseball (DYB) formally known as Dixie Youth Baseball is a baseball organization working with local youth on baseball fundamentals. Over 150 local youth participated in the spring 2025 season, then all-star teams were selected to represent the league at the District Tournament, and

**WHEREAS**, Youth team sports is one of many important youth activities that can play a vital role in the overall development of youth, teaching critical skills to include commitment, discipline, dependability, structure and the value of teamwork, and

**WHEREAS**, DeSoto County would like to recognize the outstanding achievements of this 2025 DCYB 10U AAA All-Star baseball team which includes:

**District Champions** – Undefeated at the tournament held in Frostproof, Fl May 30-June 1, 2025

**Regional Champions** – Winning the tournament in Brooksville, Fl with a 3-1 record from June 20-June 22, 2025 **AND** receiving the Sportsmanship Trophy – recognized for their character, respect, and teamwork during Regionals

**State Champions** – Crowned 2025 AAA Division 1 State Champions at the Florida State Tournament in Okeechobee, Fl July 3- July 6, 2025

**WHEREAS**, Thanks to these achievements, the team has now earned the extraordinary honor of representing Team Florida in the **DYB World Series**, taking place in Lexington, South Carolina from **July 31-August 6, 2025**

**WHEREAS**, This team has not only made history in our small town but has also served as a shining example of the values we all hold close in DeSoto County: hard work, perseverance, good sportsmanship, and community pride.

**NOW, THEREFORE, we the BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA  
hereby recognize and congratulate:**

DeSoto County Youth Baseball 10U All-Stars for their Dedication and Achievement in Winning the Title of

**“2025 DIAMOND YOUTH BASEBALL AAA DIVISION 1 STATE  
CHAMPIONS”**

Coaches: Bernardo Hernandez, Mario Chavez & Troy Carillo

Players: Santiago Hernandez, Mason Avila, Jeremiah Smith, Waylon Turnbull, Gerardo Campos, Mateo Ponce, Gael Hernandez, Levi Drymon, Humberto Chavez, Mario Chavez, Caiden Carillo

ATTEST:

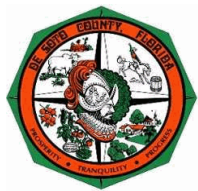
BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA

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Mandy Hines  
County Administrator

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JC Deriso  
Chairman



# DeSoto County

7/22/2025

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Item #: 9.

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

**DEPARTMENT:**    Administration  
**SUBMITTED BY:**    Sylvia Altman  
**PRESENTED BY:**    Mandy Hines

**TITLE & DESCRIPTION:**

**Proclamation/ Pretrial Service and State and County Probation Supervision Week**

**REQUESTED MOTION:**

**To declare the week of July 20-26, 2025 as Pretrial Service and State and County Probation Supervision Week**

**SUMMARY:**

**State and local community correction employees fulfill their duties to protect the public 24 hours a day every day of the year by supervising those entrusted to their care and encouraging rehabilitation.**



## **DESOTO COUNTY, FLORIDA PROCLAMATION**

**WHEREAS**, Desoto County and Twelfth Judicial (pretrial services and probation supervisors) are an essential part of the justice system who uphold the law with dignity, and professionalism while recognizing the rights of the public to be safe-guarded from criminal activity; and

**WHEREAS**, Pretrial Services and Probation Supervisors are responsible for supervising adult offenders in the community; and are trained professionals who provide services and referrals for offenders; and

**WHEREAS**, Desoto County Pretrial Services and Probation Supervisors work in partnership with community agencies and groups; and

**WHEREAS**, Desoto County Pretrial Services and State and County Probation Services promote prevention, intervention and advocacy; and provide services, support, and protection for victims; and advocate community and restorative justice; and

**WHEREAS**, Desoto County Pretrial Service and State and County Probation officers are a true force for positive change in their communities.

**WHEREAS** the Desoto County Board of County Commissioners, Desoto County, Florida hereby proclaim **July 20-26 2025** as:

### **“Pretrial Service and State and County Probation Supervision Week”**

and encourage all citizens to honor these community corrections professionals and to recognize their achievements.

**PASSED AND DULY ADOPTED** this **22<sup>nd</sup>** day of **July, 2025**.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA

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Mandy Hines  
County Administrator

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JC Deriso  
Chairman



# DeSoto County

7/22/2025

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Item #: 10.

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

**DEPARTMENT:**    Administrative Services  
**SUBMITTED BY:**    Elicia Taylor, Accounts Payable Technician  
**PRESENTED BY:**    Peter Danao, Finance Director

**TITLE & DESCRIPTION:**

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

**REQUESTED MOTION:**

**To approve accounts and warrants drawn according to Schedule(s) of Bills Payable June 24, 2025-July 07, 2025.**

**SUMMARY:**

Click or tap here to enter text.

**BACKGROUND:**

**Checks and Warrants as follows: Truist Banks Consolidated Fund, Wire Transfers, Bank Drafts, Payroll Fund, and Check #314267-314399; Payroll Clearing Fund wire drafts; Local Housing-SHIP Fund Check #001766-001767; Utilities Capital Fund drafts #NA; Flexible Spending Account Check #004639; Indigent Health Care Check #006566; DCVOL #N/A.**

**FUNDS:**

Budget Amount: N/A

Actual Agenda Item: N/A

Cost: Click or tap here to enter text.N/A

Account Number: N/A

Explanation: N/A

VENDOR SET: 01 Desoto County

BANK: \* ALL BANKS

DATE RANGE: 6/24/2025 THRU 7/07/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	6/26/2025			314281		
C-CHECK	VOID CHECK	V	7/02/2025			314390		
C-CHECK	VOID CHECK	V	7/02/2025			314393		
C-CHECK	VOID CHECK	V	7/02/2025			314394		

* * 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:	4 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	4	0.00	0.00	0.00
BANK: * TOTALS:	4	0.00	0.00	0.00



VENDOR SET: 01 Desoto County  
BANK: APBK POOLED CASH ACCOUNT  
DATE RANGE: 6/24/2025 THRU 7/07/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0010	AFLAC							
C-202507011563	JUNE 2025 INS BENEFITS	N	7/01/2025	0.64CR		000000		
I-202507011564	JUNE 2025 INS BENEFITS	N	7/01/2025	0.64		000000		
4298	FIRST BANKCARD							
I-072025-ACCT 3783	JUNE 2025 PAYMENT	D	7/02/2025	22,683.63		004638		22,683.63
0174	US FOODSERVICES INC							
I-2283905	20622007	E	6/27/2025	1,052.61		006567		
I-2440846	20622007	E	6/27/2025	33.24		006567		1,085.85
1445	STAPLES ADVANTAGE							
I-6022903075	396248	E	6/27/2025	1,789.50		006568		
I-6033918675	396428	E	6/27/2025	411.67		006568		
I-6033918676	396428	E	6/27/2025	167.68		006568		
I-6034150766	396428	E	6/27/2025	280.94		006568		
I-6034150768	396428	E	6/27/2025	76.68		006568		
I-6035015595	396428	E	6/27/2025	24.24		006568		2,750.71
1839	CALLAGHAN TIRE							
I-1557464	431	E	6/27/2025	1,730.56		006569		1,730.56
3898	BILL GUKEISEN, INC.							
I-3470	UTILITIES	E	6/27/2025	1,477.00		006570		1,477.00
4184	DIGITECH COMPUTER, INC							
I-60007268	10075	E	6/27/2025	5,529.05		006571		5,529.05
4630	LAMAN FIELD MAINTENANCE, LLC							
I-1065	JUNE 2025 FIELD MAINTENANCE	E	6/27/2025	1,600.00		006572		1,600.00
5319	AMAZON CAPITAL SERVICES INC.							
C-19TQ9NYRYNNV	A2QZQZIX4LDSB5	E	6/27/2025	37.32CR		006573		
I-119HKPTVKGKL	A2QZQZIX4LDSB5	E	6/27/2025	34.98		006573		
I-14X3GX1D1G3M	A2QZQZIX4LDSB5	E	6/27/2025	132.72		006573		
I-14X3GX1D1R7Y	A2QZQZ1X4LDSB5	E	6/27/2025	79.99		006573		
I-14X3GX1D1WY9	A2QZQZIX4LDSB5	E	6/27/2025	70.47		006573		
I-1DGTDPNQ1PK9	A2QZQZIX4LDSB5	E	6/27/2025	19.99		006573		
I-1FCKHPQN1NP4	A2QZQZIX4LDSB5	E	6/27/2025	9.49		006573		
I-1GMKQFQN3G97	A2QZQZIX4LDSB5	E	6/27/2025	16.98		006573		
I-1LVT4WDT33HM	A2QZQZIX4LDSB5	E	6/27/2025	47.00		006573		
I-1M17JDGY1HQJ	A2QZQZIX4LDSB5	E	6/27/2025	309.56		006573		
I-1MWQG7MDGCRY	A2QZQZIX4LDSB5	E	6/27/2025	59.00		006573		
I-1VC641TC1WD3	A2QZQZIX4LDSB5	E	6/27/2025	155.96		006573		
I-1X7QKMR11YPL	A2QZQZIX4LDSB5	E	6/27/2025	157.22		006573		
I-1YVNRKMW1Y7D	A2QZQZIX4LDSB5	E	6/27/2025	901.32		006573		
I-1YW9J6933FFJ	A2QZQZIX4LDSB5	E	6/27/2025	38.25		006573		1,995.61

VENDOR SET: 01 Desoto County  
BANK: APBK POOLED CASH ACCOUNT  
DATE RANGE: 6/24/2025 THRU 7/07/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0333	PEACE RIVER/MANASOTA							
I-SI000025	UTILITIES	E	6/27/2025	85,448.26		006574		85,448.26
3098	JOHNSON CONTROLS, INC.							
I-51993693	292-36038156	E	6/27/2025	10,528.99		006575		10,528.99
4236	THE WEILER ENGINEERING CORPOR							
I-3145	25052.001	E	6/27/2025	19,140.00		006576		19,140.00
6009	IN-PIPE TECHNOLOGY LLC							
I-2895	UTILITIES	E	6/27/2025	10,500.00		006577		10,500.00
6196	GILLIAM CONSTRUCTION LLC							
I-1904	24-18-00ITB	E	6/27/2025	9,393.50		006578		9,393.50
4924	ROGERS PETROLEUM							
I-1187188	DCTRAN-CL	E	6/27/2025	341.24		006579		
I-1187302	DCTRAN-CL	E	6/27/2025	1,201.91		006579		1,543.15
4927	ROGERS PETROLEUM							
I-1187300	DCFACIL-CL	E	6/27/2025	127.44		006580		
I-1187922	DCFACIL-CL	E	6/27/2025	74.01		006580		201.45
4928	ROGERS PETROLEUM							
C-TW10085128CR	5128	E	6/27/2025	9,337.39CR		006581		
I-TW10085128	5128	E	6/27/2025	9,337.39		006581		
I-TW10085128RB	5128	E	6/27/2025	2,430.70		006581		2,430.70
4929	ROGERS PETROLEUM							
I-1185402	DCDEVEL-CL	E	6/27/2025	51.77		006582		
I-1186177	DCDEVEL-CL	E	6/27/2025	48.88		006582		
I-1186286	DCDEVEL-CL	E	6/27/2025	40.54		006582		
I-1186952	DCDEVEL-CL	E	6/27/2025	44.62		006582		185.81
4935	ROGERS PETROLEUM							
I-1186951	DCANIM-CL	E	6/27/2025	69.49		006583		69.49
4941	ROGERS PETROLEUM							
I-1187184	DCENGIN-CL	E	6/27/2025	58.74		006584		58.74
4942	ROGERS PETROLEUM							
I-1186955	DCPUBAD-CL	E	6/27/2025	54.09		006585		
I-1186956	DCEMS-CL	E	6/27/2025	37.57		006585		
I-1187063	DCPUBAD-CL	E	6/27/2025	221.91		006585		
I-1187064	DCEMS-CL	E	6/27/2025	25.59		006585		
I-1187065	DCFIRE-CL	E	6/27/2025	47.05		006585		
I-1187185	DCPUBAD-CL	E	6/27/2025	60.74		006585		
I-1187186	DCEMS-CL	E	6/27/2025	97.39		006585		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-1187187	DCFORE-CL	E	6/27/2025	97.06		006585		
I-1187301	DCFIRE-CL	E	6/27/2025	19.80		006585		
I-1187436	DCEMS-CL	E	6/27/2025	112.73		006585		
I-1187437	DCFIRE-CL	E	6/27/2025	108.71		006585		
I-1187481	DCEMS-CL	E	6/27/2025	25.61		006585		
I-1187482	DCFIRE-CL	E	6/27/2025	124.20		006585		
I-1187923	DCPUBAD-CL	E	6/27/2025	80.37		006585		
I-1187924	DCEMS-CL	E	6/27/2025	28.94		006585		
I-1187925	DCFIRE-CL	E	6/27/2025	25.52		006585		
I-TW10090992	5128	E	6/27/2025	670.23		006585		
I-TW10090993	5128	E	6/27/2025	1,014.82		006585		2,852.33
5065	JAMES F. POTTER, SHERIFF							
I-202506261525	JULY BUDGET DRAW	E	6/27/2025	1,470,909.91		006586		1,470,909.91
6154	SUSAN D. POOLEY							
I-202506261522	2024-13	E	6/27/2025	8,799.39		006587		
I-202506261523	2024-14	E	6/27/2025	31,457.78		006587		40,257.17
6164	DEBRA WERTZ							
I-202506261524	JULY BIDGET DRAW	E	6/27/2025	35,919.51		006588		35,919.51
0378	WOMACK SANITATION, INC.							
I-0000092459	1186	E	7/03/2025	22.63		006589		
I-0000092985	1186	E	7/03/2025	22.30		006589		
I-0000093558	1186	E	7/03/2025	22.64		006589		
I-0000094105	1186	E	7/03/2025	23.31		006589		
I-0000094676	1054	E	7/03/2025	185.00		006589		
I-0000094775	1365	E	7/03/2025	764.00		006589		
I-0000094782	1660	E	7/03/2025	680.00		006589		1,719.88
1010	DESOTO CO. CHAMBER OF COMMERCE							
I-3891	SILVER COMMUNITY PARTNERSHIP	E	7/03/2025	2,000.00		006590		2,000.00
1298	FLORIDA DEPARTMENT OF							
I-2H7960	AH2-7183	E	7/03/2025	61.76		006591		
I-2H8001	AJ7-14231	E	7/03/2025	30.05		006591		
I-2H8002	AJ7-19360	E	7/03/2025	4,958.26		006591		
I-2H8003	AJ7-22560	E	7/03/2025	84.55		006591		
I-2H8004	AJ7-9570357	E	7/03/2025	149.00		006591		5,283.62
1445	STAPLES ADVANTAGE							
I-6034941466	396428	E	7/03/2025	107.95		006592		
I-6035015594	396428	E	7/03/2025	65.31		006592		173.26

VENDOR SET: 01 Desoto County  
 BANK: APBK POOLED CASH ACCOUNT  
 DATE RANGE: 6/24/2025 THRU 7/07/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1774	EVERGLADES EQUIPMENT GROUP							
I-P0636937	DESOTO29	E	7/03/2025	52.08		006593		52.08
4061	RAPID SYSTEMS, INC.							
I-652995	PSD	E	7/03/2025	98.00		006594		98.00
5065	JAMES F. POTTER, SHERIFF							
I-202506301528	MPADILLA BACKGROUND	E	7/03/2025	36.00		006595		
I-202506301529	SWEETING, JOHNSON, GONZALEZ, CO	E	7/03/2025	144.00		006595		
I-202506301530	VGONZALEZ, ENEAL	E	7/03/2025	72.00		006595		
I-202506301531	JSUTTON	E	7/03/2025	36.00		006595		
I-202506301532	CMARTINEZ	E	7/03/2025	36.00		006595		
I-202506301533	SMCGINNIS	E	7/03/2025	36.00		006595		
I-202506301534	CHOLLEY	E	7/03/2025	36.00		006595		
I-202506301535	GAMEZ	E	7/03/2025	36.00		006595		
I-202506301536	ALEE	E	7/03/2025	36.00		006595		
I-202506301537	CMILLER	E	7/03/2025	36.00		006595		
I-202506301538	MAVALOS	E	7/03/2025	36.00		006595		
I-202506301539	THAYER	E	7/03/2025	36.00		006595		576.00
5319	AMAZON CAPITAL SERVICES INC.							
I-11V3THW334GJ	A2QZQZIX4LDSB5	E	7/03/2025	24.32		006596		
I-11V3THW33MMK	Door stop tips	E	7/03/2025	19.98		006596		
I-193CXMHY69D7	A2QZQZIX4LDSB5	E	7/03/2025	21.99		006596		
I-1C9R6G9L4P34	A2QZQZIX4LDSB5	E	7/03/2025	160.34		006596		
I-1GK6WJGY6LF3	A2QZQZIX4LDSB5	E	7/03/2025	35.99		006596		
I-1RNK4QF66K3Y	A2QZQZIX4LDSB5	E	7/03/2025	22.15		006596		
I-1W6V67QW6HC6	A2QZQZIX4LDSB5	E	7/03/2025	156.99		006596		
I-1W9Y6FRW6PXY	A2QZQZIX4LDSB5	E	7/03/2025	289.99		006596		
I-1WP1WJGJ34PNK	A2QZQZIX4LDSB5	E	7/03/2025	39.49		006596		
I-1Y1JQQGF4C1X	A2QZQZIX4LDSB5	E	7/03/2025	139.99		006596		911.23
4429	SHARRON REINHOLD							
I-063025-INSURANCE	INSURANCE REIMBURSEMENT	E	7/03/2025	67.00		006597		67.00
0217	SCHOOLBOARD OF DESOTO CO							
I-063025-20251	JULY 2025 AGREEMENT	E	7/03/2025	10,000.00		006598		10,000.00
3254	JOHNSON ENGINEERING, INC							
I-5925	20247120-002	E	7/03/2025	12,768.25		006599		
I-5928	20247120-001	E	7/03/2025	7,159.00		006599		
I-5930	20247120-000	E	7/03/2025	10,156.50		006599		30,083.75

VENDOR SET: 01 Desoto County  
BANK: APBK POOLED CASH ACCOUNT  
DATE RANGE: 6/24/2025 THRU 7/07/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5633	PREFERRED GOVERNMENTAL INS. TR							
I-67575	WC FL1 0141014 23-04	E	7/03/2025	18,788.00		006600		18,788.00
6154	SUSAN D. POOLEY							
I-202506301543	EMS	E	7/03/2025	30,342.13		006601		
I-202506301544	FIRE RESCUE-ARCADIA	E	7/03/2025	8,132.71		006601		
I-202506301549	FIRE	E	7/03/2025	53,123.18		006601		
I-202506301550	GOLDEN MELODY	E	7/03/2025	198.79		006601		
I-202506301551	HARLEM HEIGHTS	E	7/03/2025	83.27		006601		
I-202506301552	KINGS CROSSING	E	7/03/2025	760.99		006601		
I-202506301553	LAKE SUZY LIGHTING	E	7/03/2025	275.72		006601		
I-202506301554	ODGEN ACRES LIGHTING	E	7/03/2025	60.45		006601		
I-202506301555	PEACE RIVER LIGHTING	E	7/03/2025	54.83		006601		
I-202506301556	SUNNY BREEZE LIGHTING	E	7/03/2025	35.33		006601		
I-202506301557	SPRING LAKE LIGHTING	E	7/03/2025	115.64		006601		
I-202506301558	SOLID WASTE	E	7/03/2025	20,518.60		006601		
I-202506301559	SOLID WASTE COLLECTION	E	7/03/2025	69,097.49		006601		182,799.13
6164	DEBRA WERTZ							
I-202507011571	BUDGET AMENDMENT	E	7/03/2025	50,000.00		006602		50,000.00
4932	ROGERS PETROLEUM							
I-1184450	DCPARK-CL	E	7/03/2025	201.17		006603		
I-1187062	DCPARK-CL	E	7/03/2025	84.65		006603		
I-1187434	DCPARK-CL	E	7/03/2025	189.33		006603		
I-1187509	DCPARK-CL	E	7/03/2025	32.95		006603		
I-1188048	DCPARK-CL	E	7/03/2025	182.42		006603		690.52
4933	ROGERS PETROLEUM							
I-1187921	DCENVIR-CL	E	7/03/2025	52.89		006604		
I-1188201	DCENVIR-CL	E	7/03/2025	328.38		006604		
I-1188324	DCENVIR-CL	E	7/03/2025	123.12		006604		504.39
4934	ROGERS PETROLEUM							
I-1188200	DCCODE-CL	E	7/03/2025	52.55		006605		
I-1188449	DCCODE-CL	E	7/03/2025	30.46		006605		
I-1188711	DCCODE-CL	E	7/03/2025	27.62		006605		110.63
4935	ROGERS PETROLEUM							
I-1187433	DCANIM-CL	E	7/03/2025	59.38		006606		59.38
4942	ROGERS PETROLEUM							
I-1188203	DCPUBAD-CL	E	7/03/2025	139.61		006607		
I-1188204	DCEMS-CL	E	7/03/2025	34.66		006607		
I-1188205	DCFIRE-CL	E	7/03/2025	60.65		006607		
I-1188326	DCPUBAD-CL	E	7/03/2025	24.74		006607		
I-1188451	DCEMS-CL	E	7/03/2025	126.34		006607		
I-1188452	DCFIRE-CL	E	7/03/2025	25.12		006607		

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I-1188506	DCEMS-CL	E	7/03/2025	35.33		006607		
I-1188548	DCEMS-CL	E	7/03/2025	51.96		006607		
I-1188549	DCFIRE-CL	E	7/03/2025	40.71		006607		
I-1188715	DCPUBAD-CL	E	7/03/2025	83.68		006607		622.80
3961	AIR MECHANICAL & SERVICE CORP							
I-143027	DESOTURN	R	6/26/2025	1,096.40		314268		1,096.40
0408	ALERT PLUMBING SERVICE							
I-084113	TURNER CENTER	R	6/26/2025	936.00		314269		936.00
0824	ANIMAL ARK OF ARCADIA							
I-77798195	A017321	R	6/26/2025	197.48		314270		197.48
2690	ARCADIA DO IT BEST HARDWARE							
I-B255221	2000100	R	6/26/2025	26.98		314271		26.98
5654	AUTO ZONE STORES, INC							
I-01088152237	11356068	R	6/26/2025	441.53		314272		
I-01088155133	11356068	R	6/26/2025	36.02		314272		477.55
6240	BERG, BREWER, KESSLER & MOWRY, SPECIAL MASTER FEES	R	6/26/2025	1,302.00		314273		1,302.00
2317	BOUND TREE MEDICAL. LLC							
I-85809572	108367	R	6/26/2025	1,337.03		314274		1,337.03
0974	CARDINAL HEALTH 110, INC							
I-7416704506	2052028004	R	6/26/2025	122.09		314275		122.09
3848	CENTURYLINK							
I-202506251518	466944438	R	6/26/2025	100.94		314276		
I-202506251519	466944438	R	6/26/2025	100.94		314276		201.88
3635	CINTAS CORPORATION NO.2							
I-4234530658	24060156	R	6/26/2025	229.95		314277		
I-4234668606	24049758	R	6/26/2025	59.40		314277		
I-4234668606A	24049758	R	6/26/2025	15.21		314277		
I-5276377209	24049758	R	6/26/2025	7.53		314277		312.09
0084	CITY OF ARCADIA,							
I-202506201503	0000965152-002875404	R	6/26/2025	70.25		314278		70.25

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4612	COMCAST COMMUNICATIONS							
I-202506251517	8535 10 063 0102411	R	6/26/2025	156.72		314279		156.72
4083	CONSOLIDATED ELECTRICAL DISTRI							
I-33691119563	FE28745	R	6/26/2025	3,169.63		314280		
I-39691119470	FE28745	R	6/26/2025	800.12		314280		
I-39691119473	FE28745	R	6/26/2025	415.58		314280		
I-39691119474	FE28745	R	6/26/2025	2,640.13		314280		
I-39691119485	FE28745	R	6/26/2025	5,653.81		314280		
I-39691119486	FE28745	R	6/26/2025	13,811.51		314280		
I-39691119487	FE28745	R	6/26/2025	2,813.75		314280		
I-39691119488	FE28745	R	6/26/2025	2,524.51		314280		
I-39691119489	FE28745	R	6/26/2025	365.27		314280		
I-39691119491	FE28745	R	6/26/2025	3,470.55		314280		
I-39691119492	FE28745	R	6/26/2025	23,392.95		314280		
I-39691119547	FE28745	R	6/26/2025	3,194.35		314280		
I-39691119549	FE28745	R	6/26/2025	10,898.87		314280		
I-39691119550	FE28745	R	6/26/2025	3,175.56		314280		
I-39691119551	FE28745	R	6/26/2025	10,469.95		314280		
I-39691119552	FE28745	R	6/26/2025	834.03		314280		
I-39691119553	FE28745	R	6/26/2025	3,409.53		314280		
I-39691119554	FE28745	R	6/26/2025	2,307.13		314280		
I-39691119557	FE28745	R	6/26/2025	3,327.43		314280		
I-39691119559	FE28745	R	6/26/2025	3,416.82		314280		
I-39691119562	FE28745	R	6/26/2025	8,577.94		314280		108,669.42
4745	COPY LIFE INC.							
I-AR109000	DC05	R	6/26/2025	57.21		314282		
I-AR109067	CF1046	R	6/26/2025	272.14		314282		329.35
5154	CORE & MAIN LP							
I-X124215	164427	R	6/26/2025	166.40		314283		166.40
1104	COX PEST CONTROL INC							
I-332729	117753	R	6/26/2025	65.00		314284		65.00
2724	CULLIGAN WATER							
I-1285717	1173883	R	6/26/2025	37.75		314285		37.75
1158	DESOTO SIGN CO							
I-6996	PARKS	R	6/26/2025	280.00		314286		280.00
6146	ECO CLEAN MAINTENANC, INC							
I-13817	MAY 2025 JANITORIAL	R	6/26/2025	3,425.00		314287		
I-13818	MAY 2025 COURTHOUSE JANITORIAL	R	6/26/2025	2,574.00		314287		
I-13819	MAY 2025 LIBRARY JANITORIAL	R	6/26/2025	857.00		314287		6,856.00

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0605	FENDERS TIRE & BATTERY, INC.							
I-043862	167	R	6/26/2025	266.07		314288		
I-67449	70	R	6/26/2025	20.00		314288		286.07
6092	FETTERS KEEP CREATING							
I-0325	PSD	R	6/26/2025	258.64		314289		258.64
6239	FORERUNNER INDUSTRIES, INC.							
I-1395	ANNUAL LICENSE 5/27/25-5/26/30	R	6/26/2025	90,000.00		314290		90,000.00
2108	HARDEE ANIMAL CLINIC							
I-369562	6205	R	6/26/2025	37.00		314291		37.00
4900	HAWKINS, INC							
I-7109024	292984	R	6/26/2025	980.10		314292		
I-7109025	292984	R	6/26/2025	2,767.25		314292		3,747.35
1512	HILL MANUFACTURING CO INC							
I-200180	2128917	R	6/26/2025	325.00		314293		325.00
3000	HILLS PET NUTRITION ,INC							
I-253556339	726033	R	6/26/2025	88.26		314294		88.26
5014	HILLTOP SECURITIES INC.							
I-111633	UTILITIES	R	6/26/2025	1,500.00		314295		1,500.00
1	Keith Pedersen							
I-202506241511	KPEDERSON TRAP	R	6/26/2025	20.00		314296		20.00
4360	KIMBALL MIDWEST							
I-103462265	727093	R	6/26/2025	375.70		314297		375.70
0423	KNIGHT SUPPLY OF							
I-97435	UTILITIES	R	6/26/2025	25.74		314298		25.74
1	LAUREN RUCKI							
I-202506231508	RUCKI- D D REFUND	R	6/26/2025	75.00		314299		75.00
4864	LEAF							
I-18550161-4333359	100-4333359-005	R	6/26/2025	158.32		314300		158.32
4864	LEAF							
I-18553677	100-6795111-001	R	6/26/2025	144.28		314301		144.28



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4864	LEAF							
I-18568017	047-6506401-001	R	6/26/2025	236.09		314302		236.09
6110	LEVEL 3 COMMUNICATIONS, LLC							
I-740223308	5-C1KDK1RG	R	6/26/2025	2,743.41		314303		
I-740223308A	5-C1KDK1RG	R	6/26/2025	750.99		314303		
I-740223308AA	5-C1KDK1RG	R	6/26/2025	649.11		314303		4,143.51
2821	MADER ELECTRIC MOTORS, INC.							
I-1939	ROAD & BRIDGE	R	6/26/2025	1,872.08		314304		1,872.08
5432	MARLIN BUSINESS BANK							
I-21794175-1800045	ACCT# 1800045	R	6/26/2025	743.37		314305		743.37
1	MOBETTA CONVERSIONS INC.							
I-202506231509	ZONIN	R	6/26/2025	80.00		314306		80.00
1	Mobetta Conversions Inc.							
I-202506231510	ZONIN	R	6/26/2025	40.00		314307		40.00
5779	MWI ANIMAL HEALTH, CO							
I-61313116	290807	R	6/26/2025	381.22		314308		381.22
3604	NAFECO, INC.							
I-1354467	DES095	R	6/26/2025	311.70		314309		311.70
5766	ODP BUSINESS SOLUTIONS, LLC							
I-415869852001	272349	R	6/26/2025	46.67		314310		
I-417873336001	27272349	R	6/26/2025	10.44		314310		
I-418214897001	27272349	R	6/26/2025	40.89		314310		
I-418215423001	27272349	R	6/26/2025	551.53		314310		
I-418215424001	27272349	R	6/26/2025	28.99		314310		
I-418480558001	27272349	R	6/26/2025	73.69		314310		
I-419629557001	27272349	R	6/26/2025	50.09		314310		
I-420501178001	27272349	R	6/26/2025	50.39		314310		
I-420502578001	27272349	R	6/26/2025	26.29		314310		
I-420502579001	27272349	R	6/26/2025	85.09		314310		
I-420581815001	27272349	R	6/26/2025	50.09		314310		
I-426539008001	27272349	R	6/26/2025	118.86		314310		1,133.02
0331	PEACE RIVER ELECTRIC CORP							
I-202506241513	97457001	R	6/26/2025	532.22		314311		532.22

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5445 I-Q1893016	QUADIENT LEASING USA, 00022620	R	6/26/2025	452.67		314312		452.67
5503 I-41408	RING INVESTMENTS, LLC DESOTOCO.1	R	6/26/2025	2,551.96		314313		2,551.96
3389 I-15PC0798584	RING POWER CORPORATION 011803	R	6/26/2025	4,024.78		314314		4,024.78
2950 I-077970	SAFEGUARD SECURITY, INC 2524	R	6/26/2025	168.75		314315		168.75
6217 I-20250051	SECURITECTURE, LLC 2025-005	R	6/26/2025	22,000.00		314316		22,000.00
2809 I-56257 I-56646	SHERWIN-WILLIAMS CO. 4202-4789-2 4202-4789-2	R R	6/26/2025 6/26/2025	51.29 319.75		314317 314317		371.04
0259 I-083994	SMITH'S RANCH & GARDEN 142224	R	6/26/2025	28.99		314318		28.99
3469 I-2414038	STANTEC CONSULTING SERVICES, I 63591	R	6/26/2025	8,879.00		314319		8,879.00
3998 I-3980128	SWANK MOVIE LIBRARY	R	6/26/2025	567.00		314320		567.00
6211 I-60520251	T-COMM SYSTEMS, LLC EMERGENCY MANAGEMENT	R	6/26/2025	136.70		314321		136.70
0697 I-3962502	THE SUN 379254	R	6/26/2025	387.20		314322		387.20
0697 I-3962940	THE SUN 379254	R	6/26/2025	254.10		314323		254.10
0697 I-3963194	THE SUN 377985	R	6/26/2025	348.92		314324		348.92
2881 I-971973	TRACTOR SUPPLY CO PARKS	R	6/26/2025	323.92		314325		323.92

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5025	VISION ACE HARDWARE, LLC							
I-397114	920174	R	6/26/2025	6.78		314326		
I-397150	920174	R	6/26/2025	11.18		314326		17.96
5027	VISION ACE HARDWARE, LLC							
I-397088	920161	R	6/26/2025	4.59		314327		
I-397154	920161	R	6/26/2025	7.59		314327		
I-397172	920161	R	6/26/2025	11.57		314327		
I-397173	920161	R	6/26/2025	1.70		314327		
I-397206	920161	R	6/26/2025	53.98		314327		
I-397258	920161	R	6/26/2025	17.58		314327		
I-397263	920161	R	6/26/2025	8.99		314327		
I-397290	920161	R	6/26/2025	15.99		314327		
I-397315	920161	R	6/26/2025	60.89		314327		
I-397326	920161	R	6/26/2025	11.99		314327		
I-397339	920161	R	6/26/2025	53.97		314327		248.84
2464	WESCO TURF, INC.							
I-41277998	203987	R	6/26/2025	568.43		314328		568.43
6020	ZAMORAS LAWN & LANDSCAPE LLC							
I-CI-3364-454	MOWING ADMIN BUILDING, ETC	R	6/26/2025	2,762.50		314329		
I-CI-3366-453	MOWING COURTHOUSE	R	6/26/2025	543.33		314329		3,305.83
1	BURKE, ALAN							
I-000202506201504	US REFUND	R	6/26/2025	248.09		314330		248.09
1	PEKRUN, PAMLA							
I-000202506201505	US REFUND	R	6/26/2025	207.77		314331		207.77
1	RR CASSIDY INC							
I-000202506201507	US REFUND	R	6/26/2025	977.72		314332		977.72
4922	PETER DANA0- PETTY CASH							
I-202506301541	PSD	R	6/30/2025	1,000.00		314333		1,000.00
5465	ADVANTAGE MEDICAL WASTE SOLUTI							
I-M80443	ANIMAL CONTROL	R	7/02/2025	75.00		314342		75.00
0824	ANIMAL ARK OF ARCADIA							
I-202507021585	VACCINATION/STERILIZATION CERT	R	7/02/2025	37.00		314343		37.00
5654	AUTO ZONE STORES, INC							
I-01088152232	11356068	R	7/02/2025	11.08		314344		
I-01088155551	11356068	R	7/02/2025	140.07		314344		151.15

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2317	BOUND TREE MEDICAL. LLC							
I-85774163	108367	R	7/02/2025	168.00		314345		
I-85822664	108367	R	7/02/2025	297.50		314345		
I-85822665	108367	R	7/02/2025	1,296.30		314345		
I-85824097	108367	R	7/02/2025	224.99		314345		1,986.79
0974	CARDINAL HEALTH 110, INC							
I-7418558508	2052028004	R	7/02/2025	75.04		314346		75.04
1946	CDWG COMPUTER CENTERS INC							
I-AE68Z4R	5081253	R	7/02/2025	1,971.05		314347		1,971.05
3848	CENTURYLINK							
I-202506301527	311027847	R	7/02/2025	2,983.21		314348		2,983.21
5671	CHAPMAN, BRENDEN							
I-202507021579	TUITION REIMBURSEMENT	R	7/02/2025	535.10		314349		535.10
3635	CINTAS CORPORATION NO.2							
I-4234530702	24030035	R	7/02/2025	35.00		314350		35.00
0084	CITY OF ARCADIA,							
I-202507011575	0000965150-002875384	R	7/02/2025	448.42		314351		
I-202507011576	0300001772-002890684	R	7/02/2025	449.14		314351		
I-202507011577	0000968225-002906134	R	7/02/2025	366.87		314351		
I-202507021582	0000967581-002899694	R	7/02/2025	129.82		314351		
I-202507021583	0000967581-002899694	R	7/02/2025	136.27		314351		1,530.52
4745	COPY LIFE INC.							
I-AR108987	CF1045	R	7/02/2025	198.39		314352		
I-AR109071	DC01	R	7/02/2025	68.25		314352		
I-AR109072-DCO4	JUNE25	R	7/02/2025	198.09		314352		
I-AR109074	DC12	R	7/02/2025	49.41		314352		
I-AR109449	CF0375	R	7/02/2025	181.13		314352		
I-AR109458	DC06	R	7/02/2025	113.00		314352		808.27
5067	DAVID A. WILLIAMS, CFA							
I-202507011569	4TH QTR BILLING COUNTY	R	7/02/2025	347,935.57		314353		347,935.57
5067	DAVID A. WILLIAMS, CFA							
I-202507011570	4TH QTR LAW ENFORCEMENT (MSTU)	R	7/02/2025	51,079.82		314354		51,079.82
1	DESOTO YOUTH FOOTBALL							
I-202506301560	DYFC - F	R	7/02/2025	695.00		314355		695.00

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1	Dora Guzman							
I-202507021584	TRAP REFUND	R	7/02/2025	20.00		314356		20.00
4518	ESI ACQUISITION, INC							
I-INVESI6979	EMERGENCY MANAGEMENT	R	7/02/2025	3,197.25		314357		3,197.25
0306	FENDER AUTO PARTS INC							
I-055941	166	R	7/02/2025	97.46		314358		
I-056275	166	R	7/02/2025	199.35		314358		296.81
5862	FLORIDA STATE UNIVERSITY							
I-AUX00200380	AUX1005776	R	7/02/2025	3,040.00		314359		3,040.00
0314	FLORIDA POWER & LIGHT							
I-202507011578	FLORIDA POWER & LIGHT	R	7/02/2025	52,051.19		314360		52,051.19
1918	FPL-ASSIST							
I-202507011572	JUN 16-30 2025 FPL HOME ENERGY	R	7/02/2025	6,350.00		314361		
I-202507011574	JUNE 16-30 2025 FPL CRISES	R	7/02/2025	8,982.33		314361		15,332.33
2132	GALE GROUP, INC							
I-20005461	100302291	R	7/02/2025	1,742.29		314362		1,742.29
6089	HD SUPPLY PSD							
I-867406803	1885197	R	7/02/2025	304.35		314363		
I-867406811	1885197	R	7/02/2025	437.52		314363		
I-867898348	1885197	R	7/02/2025	100.63		314363		842.50
3000	HILLS PET NUTRITION ,INC							
I-253704944	726033	R	7/02/2025	113.80		314364		
I-253779501	726033	R	7/02/2025	194.90		314364		308.70
1	JAMES BIERMAN							
I-202507021586	FREEDOM FEST MUS	R	7/02/2025	500.00		314365		500.00
1	JONATHAN HILL							
I-202506301547	HILL- DD REFUND	R	7/02/2025	75.00		314366		75.00
1718	KELLY TRACTOR CO							
C-ARFTC010134	2027350	R	7/02/2025	28.39CR		314367		
I-P1030250132	2027350	R	7/02/2025	465.22		314367		436.83
4427	LIBBY BROWN							
I-63025-REIMB	INSURANCE REIMBURSEMENT	R	7/02/2025	25.10		314368		25.10

VENDOR SET: 01 Desoto County  
 BANK: APBK POOLED CASH ACCOUNT  
 DATE RANGE: 6/24/2025 THRU 7/07/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5674	LIFTOFF, LLC							
I-8171REN2025	PD ANNUAL RENEWAL	R	7/02/2025	4,321.20		314369		4,321.20
1	LUCIO HERNANDEZ							
I-202506301548	HERNANDEZ- DD	R	7/02/2025	75.00		314370		75.00
5860	M&D ENVIRONMENTALSERVICES, LLC							
I-1092	LANDFILL	R	7/02/2025	17,906.89		314371		17,906.89
5779	MWI ANIMAL HEALTH, CO							
I-61828967	290807	R	7/02/2025	318.58		314372		318.58
4898	NADIA DAUGHTREY, CLERK OF COUR							
I-202506301542	EGUNNETT SATISFACTION	R	7/02/2025	10.00		314373		10.00
1	NATHAN HEADRICK							
I-202506301545	HEADRICK- DD R	R	7/02/2025	75.00		314374		75.00
1	NOCATEE CHURCH OF GOD							
I-202506301546	NOCATEE	R	7/02/2025	75.00		314375		75.00
5006	O'REILLY AUTO PARTS							
I-5069163868	2192285	R	7/02/2025	250.34		314376		250.34
1	PAIGE CLONTZ							
I-202507011566	CLONTZ EH DEPOSIT	R	7/02/2025	200.00		314377		200.00
6223	PALMDALE COMO PROPANE LLC							
I-2810078	1204701	R	7/02/2025	103.28		314378		
I-2811903	1204701	R	7/02/2025	409.31		314378		
I-2812544	1204701	R	7/02/2025	1,213.13		314378		1,725.72
3324	PEACE RIVER SHOPPER							
I-227433	ADMIN	R	7/02/2025	125.00		314379		
I-227438	TURNER CENTER	R	7/02/2025	546.50		314379		671.50
3389	RING POWER CORPORATION							
I-15CC00825515	011806	R	7/02/2025	401.14		314380		401.14
4775	SANTANDER LEASING, LLC							
I-16193141	002-0027669-000	R	7/02/2025	9,568.92		314381		9,568.92
0133	SMALL COUNTY COALITION							
I-202507011567	SMALL CO COALITION	R	7/02/2025	5,350.00		314382		5,350.00

VENDOR SET: 01

Desoto County

BANK: APBK POOLED CASH ACCOUNT

DATE RANGE: 6/24/2025 THRU 7/07/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2940	SOUTHERN OXYGEN & WELDING SUPP							
I-547890	DC4842	R	7/02/2025	134.23		314383		134.23
3469	STANTEC CONSULTING SERVICES, I							
I-2413972	63591	R	7/02/2025	5,769.00		314384		5,769.00
1464	SUN STATE INT'L TRUCKS,LLC							
C-X40017273201	X40017273201	R	7/02/2025	95.00CR		314385		
C-X40017550701	X40017550701	R	7/02/2025	294.92CR		314385		
I-R40002861302	10602	R	7/02/2025	8,137.64		314385		
I-X40017685401	10600	R	7/02/2025	322.30		314385		8,070.02
1753	TEAM EQUIPMENT INC							
I-154400	C00895	R	7/02/2025	107.24		314386		107.24
0697	THE SUN							
I-3963805	413794	R	7/02/2025	290.40		314387		290.40
0697	THE SUN							
I-3963809	413794	R	7/02/2025	290.40		314388		290.40
5940	TOSHIBA-WELLS FARGO VENDOR FI							
I-5034788361	450-0112216-003BLK	R	7/02/2025	143.56		314389		
I-5034788362	450-0112216-003	R	7/02/2025	1,201.31		314389		1,344.87
4314	UNITED HEALTHCARE INSURANCE CO							
I-202506301540	JUNE2025 RETIREE MEDICARE AARP	R	7/02/2025	8,051.87		314391		8,051.87
3708	VERIZON WIRELESS							
I-6114240336	322824883-00001	R	7/02/2025	4,766.78		314392		4,766.78
5025	VISION ACE HARDWARE, LLC							
I-397333	920174	R	7/02/2025	9.54		314395		9.54
5026	VISION ACE HARDWARE, LLC							
I-397111	920175	R	7/02/2025	109.56		314396		
I-397543	920175	R	7/02/2025	269.99		314396		379.55
5935	VISIT FLORIDA							
I-00099783	TURNER CENTER	R	7/02/2025	750.00		314397		750.00
1737	WESTERN AUTO							
I-10111845	PSD	R	7/02/2025	27.98		314398		27.98

VENDOR SET: 01 Desoto County  
 BANK: APBK POOLED CASH ACCOUNT  
 DATE RANGE: 6/24/2025 THRU 7/07/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4349	YARBROUGH TIRE SERVICE, INC							
I-1101695	100539	R	7/02/2025	4,226.96		314399		4,226.96

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	120	839,159.28	0.00	839,159.28
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	22,683.63	0.00	22,683.63
EFT:	41	2,010,147.46	0.00	2,010,147.46
NON CHECKS:	1	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: APBK TOTALS:	163	2,871,990.37	0.00	2,871,990.37
BANK: APBK TOTALS:	163	2,871,990.37	0.00	2,871,990.37



VENDOR SET: 01 Desoto County  
BANK: FSA FLEXIBLE SPENDING ACCOUNT  
DATE RANGE: 6/24/2025 THRU 7/07/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5838	WAGEWORKS, INC							
I-202507031594	JUNE 2025 CLAIM PYMT	D	6/30/2025	5,996.81		004639		5,996.81

* * 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:	1	5,996.81	0.00	5,996.81
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	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: FSA TOTALS:	1	5,996.81	0.00	5,996.81
BANK: FSA TOTALS:	1	5,996.81	0.00	5,996.81

VENDOR SET: 01 Desoto County  
 BANK: IHC INDIGENT HEALTH CARE TRUS  
 DATE RANGE: 6/24/2025 THRU 7/07/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0702	DESOTO MEMORIAL HOSPITAL							
I-202506241514	APRIL 2025 INDGNT HLTH CARE TA	E	6/25/2025	169,557.39		006566		169,557.39

* * 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	169,557.39	0.00	169,557.39
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01	BANK: IHC TOTALS:	1	169,557.39	0.00	169,557.39
BANK: IHC	TOTALS:	1	169,557.39	0.00	169,557.39

VENDOR SET: 01

Desoto County

BANK: PYBK

CONSOLIDATED ACCOUNT

DATE RANGE: 6/24/2025 THRU 7/07/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3756	NATIONWIDE RETIREMENT SOLUTION							
I-NA1202506051426	ELECTED OFFICIALS/HI RTMT	D	6/27/2025	488.78		004627		
I-NA1202506091458	ELECTED OFFICIALS/HI RTMT	D	6/27/2025	488.78		004627		
I-NA1202506171494	ELECTED OFFICIALS/HI RTMT	D	6/27/2025	488.78		004627		
I-NA1202506251520	ELECTED OFFICIALS/HI RTMT	D	6/27/2025	488.78		004627		
I-NA3202506051426	SPECIAL RISK/UB NACO	D	6/27/2025	340.92		004627		
I-NA3202506091458	SPECIAL RISK/UB NACO	D	6/27/2025	336.28		004627		
I-NA3202506171494	SPECIAL RISK/UB NACO	D	6/27/2025	317.68		004627		
I-NA3202506251520	SPECIAL RISK/UB NACO	D	6/27/2025	313.04		004627		3,263.04
5398	UNITED WAY SUNCOAST, INC							
I-UWY202506051426	UNITED WAY DEDUCTIONS	D	6/27/2025	6.00		004628		
I-UWY202506091458	UNITED WAY DEDUCTIONS	D	6/27/2025	6.00		004628		
I-UWY202506171494	UNITED WAY DEDUCTIONS	D	6/27/2025	6.00		004628		
I-UWY202506251520	UNITED WAY DEDUCTIONS	D	6/27/2025	6.00		004628		24.00
5419	DESOTO COUNTY FLEXIBLE SPENDIN							
I-FSA202506051426	FLEX SPENDING ACCT DEDUCTIONS	D	6/27/2025	830.74		004629		
I-FSA202506091458	FLEX SPENDING ACCT DEDUCTIONS	D	6/27/2025	830.74		004629		
I-FSA202506171494	FLEX SPENDING ACCT DEDUCTIONS	D	6/27/2025	830.74		004629		
I-FSA202506251520	FLEX SPENDING ACCT DEDUCTIONS	D	6/27/2025	830.74		004629		3,322.96
0006	VALIC RETIREMENT SERVICES							
I-DC3202506251520	DEFERRED COMP/VALIC	D	6/27/2025	800.00		004630		800.00
0017	DEPARTMENT OF TREASURY							
I-T1 202506251520	FEDERAL WITHHOLDING	D	6/27/2025	16,690.76		004631		
I-T3 202506251520	FICA WITHHOLDING	D	6/27/2025	24,653.22		004631		
I-T4 202506251520	MEDICARE WITHHOLDING	D	6/27/2025	5,765.60		004631		47,109.58
1288	DESOTO CO BOCC PAYROLL ACCOUNT							
I-001202506251520	PAYROLL REIMBURSEMENT	D	6/27/2025	49,911.38		004632		
I-102202506251520	PAYROLL REIMBURSEMENT	D	6/27/2025	19,659.04		004632		
I-105202506251520	PAYROLL REIMBURSEMENT	D	6/27/2025	8,946.68		004632		
I-106202506251520	PAYROLL REIMBURSEMENT	D	6/27/2025	58,297.71		004632		
I-134202506251520	PAYROLL REIMBRSEMENT	D	6/27/2025	2,106.03		004632		
I-150202506251520	PAYROLL REIMBURSEMENT	D	6/27/2025	320.34		004632		
I-190202506251520	PAYROLL REIMBURSEMENT	D	6/27/2025	555.39		004632		
I-400202506251520	PAYROLL REIMBURSEMENT	D	6/27/2025	5,518.37		004632		
I-410202506251520	PAYROLL REIMBURSEMENT	D	6/27/2025	8,979.85		004632		154,294.79
3004	ICMA-RC							
I-DC4202506251520	ICMA-RC FLAT AMOUNT	D	6/27/2025	405.00		004633		405.00

VENDOR SET: 01 Desoto County  
 BANK: PYBK CONSOLIDATED ACCOUNT  
 DATE RANGE: 6/24/2025 THRU 7/07/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3125	EXPERTPAY							
I-C08202506251520	REMIT ID#0150000117DR14	D	6/27/2025	48.23		004634		
I-C55202506251520	CASE# 2013 DR 00069	D	6/27/2025	246.81		004634		
I-C57202506251520	CASE# 2013 DR 00069	D	6/27/2025	5.25		004634		
I-C76202506251520	CASE #142020DR000338	D	6/27/2025	43.10		004634		
I-C78202506251520	CASE #180000456FC13	D	6/27/2025	99.58		004634		
I-C83202506251520	#25180000130DR	D	6/27/2025	111.50		004634		
I-C84202506251520	#58140005806CA	D	6/27/2025	64.96		004634		
I-C85202506251520	#08240000906DR	D	6/27/2025	214.70		004634		
I-C86202506251520	2024DR436	D	6/27/2025	65.57		004634		899.70
3756	NATIONWIDE RETIREMENT SOLUTION							
I-DC2202506251520	DEFERRED COMP/NACO	D	6/27/2025	1,751.49		004635		1,751.49
4974	BOSTON MUTUAL LIFE INSURANCE C							
I-LBA202506251520	EMPLOYEE PAID LIFE INS AFT TAX	D	6/27/2025	137.69		004636		137.69
0004	HARTFORD LIFE INSUR CO (EMPOWE							
I-DC1202506251520	DEFERRED COMP/HARTFORD	D	6/30/2025	75.00		004637		75.00
5965	RICCO WASHBURN ESQ							
I-G16202506171494	CASE #2018CC045	R	6/26/2025	100.00		314267		100.00
0010	AFLAC							
C-202507011565	JUNE 2025 INS BENEFITS	R	7/02/2025	0.64CR		314334		
I-LF1202506051426	AFLAC PRETAX	R	7/02/2025	630.93		314334		
I-LF1202506091458	AFLAC PRETAX	R	7/02/2025	630.93		314334		
I-LF1202506171494	AFLAC PRETAX	R	7/02/2025	630.93		314334		
I-LF1202506251520	AFLAC PRETAX	R	7/02/2025	630.93		314334		
I-LF2202506051426	AFLAC AFTER TAX	R	7/02/2025	326.29		314334		
I-LF2202506091458	AFLAC AFTER TAX	R	7/02/2025	326.29		314334		
I-LF2202506171494	AFLAC AFTER TAX	R	7/02/2025	326.29		314334		
I-LF2202506251520	AFLAC AFTER TAX	R	7/02/2025	326.29		314334		3,828.24
0011	COLONIAL SUPPLEMENTAL INS							
I-LF4202506051426	E9599903	R	7/02/2025	4.38		314335		
I-LF4202506091458	E9599903	R	7/02/2025	4.38		314335		
I-LF4202506171494	E9599903	R	7/02/2025	4.38		314335		
I-LF4202506251520	E9599903	R	7/02/2025	4.38		314335		17.52
0009	LEGALSHIELD							
C-202507021588	JUNE 2025 PREPAID LEGAL SRVS	R	7/02/2025	0.06CR		314336		
I-LEG202506051426	PREPAID LEGAL	R	7/02/2025	23.94		314336		
I-LEG202506091458	PREPAID LEGAL	R	7/02/2025	23.94		314336		
I-LEG202506171494	PREPAID LEGAL	R	7/02/2025	23.94		314336		
I-LEG202506251520	PREPAID LEGAL	R	7/02/2025	23.94		314336		95.70

VENDOR SET: 01 Desoto County  
 BANK: PYBK CONSOLIDATED ACCOUNT  
 DATE RANGE: 6/24/2025 THRU 7/07/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0012	LIBERTY NATIONAL							
C-202507021591	JUNE 2025 LIFE INS BENEFITS	R	7/02/2025	0.32CR		314337		
I-LF5202506051426	LIBERTY NATIONAL/BEFORE TAX	R	7/02/2025	405.58		314337		
I-LF5202506091458	LIBERTY NATIONAL/BEFORE TAX	R	7/02/2025	405.58		314337		
I-LF5202506171494	LIBERTY NATIONAL/BEFORE TAX	R	7/02/2025	405.58		314337		
I-LF5202506251520	LIBERTY NATIONAL/BEFORE TAX	R	7/02/2025	405.58		314337		
I-LF6202506051426	LIBERTY NATIONAL/AFTER TAX	R	7/02/2025	239.75		314337		
I-LF6202506091458	LIBERTY NATIONAL/AFTER TAX	R	7/02/2025	239.75		314337		
I-LF6202506171494	LIBERTY NATIONAL/AFTER TAX	R	7/02/2025	239.75		314337		
I-LF6202506251520	LIBERTY NATIONAL/AFTER TAX	R	7/02/2025	239.75		314337		2,581.00
5130	PETTY CASH							
I-COK202506051426	COKE FUND DEDUCTIONS	R	7/02/2025	160.00		314338		
I-COK202506091458	COKE FUND DEDUCTIONS	R	7/02/2025	160.00		314338		
I-COK202506171494	COKE FUND DEDUCTIONS	R	7/02/2025	158.00		314338		
I-COK202506251520	COKE FUND DEDUCTIONS	R	7/02/2025	160.00		314338		638.00
5965	RICCO WASHBURN ESQ							
I-G16202506251520	CASE #2018CC045	R	7/02/2025	100.00		314339		100.00
4610	THE STANDARD LIFE INSURANCE CO							
I-202507021589	JULY 25 STANDARD LIFE INS	R	7/02/2025	139.38		314340		
I-L11202506051426	EMPLOYEE PAID LIFE INS AFT TAX	R	7/02/2025	763.15		314340		
I-L11202506091458	EMPLOYEE PAID LIFE INS AFT TAX	R	7/02/2025	763.15		314340		
I-L11202506171494	EMPLOYEE PAID LIFE INS AFT TAX	R	7/02/2025	672.01		314340		
I-L11202506251520	EMPLOYEE PAID LIFE INS AFT TAX	R	7/02/2025	732.77		314340		
I-LSI202506051426	COUNTY PAID LIFE INSURANCE	R	7/02/2025	686.49		314340		
I-LSI202506091458	COUNTY PAID LIFE INSURANCE	R	7/02/2025	686.49		314340		
I-LSI202506171494	COUNTY PAID LIFE INSURANCE	R	7/02/2025	649.60		314340		
I-LSI202506251520	COUNTY PAID LIFE INSURANCE	R	7/02/2025	674.38		314340		5,767.42
4983	WASHINGTON NATIONAL INS CO							
C-202507021590	JUNE 2025 INS BENEFITS	R	7/02/2025	0.21CR		314341		
C-202507021592	JUNE 2025 INS BENEFITS	R	7/02/2025	35.84CR		314341		
I-LF8202506051426	WASHINGTON NATIONAL INSURANCE	R	7/02/2025	997.21		314341		
I-LF8202506091458	WASHINGTON NATIONAL INSURANCE	R	7/02/2025	997.21		314341		
I-LF8202506171494	WASHINGTON NATIONAL INSURANCE	R	7/02/2025	997.21		314341		
I-LF8202506251520	WASHINGTON NATIONAL INSURANCE	R	7/02/2025	997.21		314341		3,952.79

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	9	17,080.67	0.00	17,080.67
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	11	212,083.25	0.00	212,083.25
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	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: PYBK TOTALS:	20	229,163.92	0.00	229,163.92
BANK: PYBK TOTALS:	20	229,163.92	0.00	229,163.92

VENDOR SET: 01 Desoto County  
 BANK: SHIP LOCAL HOUSING/ SHIP ACCT  
 DATE RANGE: 6/24/2025 THRU 7/07/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4899	NADIA DAUGHTREY, CLERK OF COUR							
I-202506241512	HEITMAN MORTGAGE/DPL RECORDING	R	6/26/2025	638.00		001766		638.00
3324	PEACE RIVER SHOPPER							
I-227292	SOCIAL SERVICES	R	7/02/2025	87.00		001767		87.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	725.00	0.00	725.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: SHIP TOTALS:	2	725.00	0.00	725.00
BANK: SHIP TOTALS:	2	725.00	0.00	725.00
REPORT TOTALS:	187	3,277,433.49	0.00	3,277,433.49

## SELECTION CRITERIA

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

## CHECK SELECTION

CHECK RANGE: 000000 THRU 999999  
DATE RANGE: 6/24/2025 THRU 7/07/2025  
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99  
INCLUDE ALL VOIDS: YES  
-----

## PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES  
PRINT G/L: NO  
UNPOSTED ONLY: NO  
EXCLUDE UNPOSTED: NO  
MANUAL ONLY: NO  
STUB COMMENTS: NO  
REPORT FOOTER: NO  
CHECK STATUS: NO  
PRINT STATUS: \* - All  
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# DeSoto County

7/22/2025

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Item #: 11.

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

**DEPARTMENT:**    Administration  
**SUBMITTED BY:**    Brian R. Wagner  
**PRESENTED BY:**    Brian R. Wagner

**TITLE & DESCRIPTION:**

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

**REQUESTED MOTION:**

**To adopt a Resolution relating to budget amendments 2025-121, 2025-123 and 2025-124 affecting the 2024/2025 adopted budget.**

**SUMMARY:**

**The Resolution will approve the additions, corrections and redistribution of the 2024/2025 budget.**

**BACKGROUND:**

**Budget Amendments are an ongoing process throughout the fiscal year that more clearly defines the actual revenues and expenses**

**FUNDS:**

Budget Amount: Click or tap here to enter text.

Actual Agenda Item: Click or tap here to enter text.

Cost: Click or tap here to enter text.

Account Number: Click or tap here to enter text.

Explanation: Click or tap here to enter text.

**DESOTO COUNTY, FLORIDA**

**RESOLUTION NO. 2025- \_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AMENDING AND SUPPLEMENTING THE BUDGET FOR FISCAL YEAR 2024/2025; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Desoto County, Florida (“the Board”) adopted an annual budget for Fiscal Year 2024/2025 as required by Florida law; and

**WHEREAS**, since its adoption, the Board has examined the adopted budget for Fiscal Year 2024/2025 and finds that amendments and supplements to the budget are necessary; and

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

**Section 1.** That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are hereby incorporated as part of this Resolution.

**Section 2.** That the adopted budget for Fiscal Year 2024/2025 is hereby amended and supplemented as provided in Budget Amendment 2025-121, 2025-123 and 2025-124.

**Section 3.** That this Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 22nd day of July 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF DESOTO COUNTY, FLORIDA

\_\_\_\_\_  
Mandy Hines  
County Administrator

By: \_\_\_\_\_  
Joel C. Deriso  
Chairman

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Valerie Vicente  
County Attorney

**Packet 21**  
**July 22, 2025**

Attachment 1

Department	Attachment	Amendment	Description
General Fund-Sheriff	2	121	Budget Sheriff Legislative Mandate effective July 1, 2025.
Library	3	123	Recognize Library Donation Funds.
Opioid Settlement Fund	4	124	Budget Opioid State Funds.

**2024/2025 Budget Amendments Packet 21**  
**July 22, 2025**

Revenue Sources				Expenses Account Description			
Attachment	General Fund	Funds From:	Fund	B.A.		Funds Disbursed For:	
2	698,952.00	Legislative Appropriation Sheriff	001	121	698,952.00	FDLE FCC Grant	
3	300.00	Library Donations	001	123	300.00	Operating Supplies	
<hr/>				<hr/>			
	\$ 699,252.00				\$ 699,252.00		
Attachment	Special Revenue	Funds From:	Fund	B.A.		Funds Disbursed For:	
4	113,405.00	Settlement State Revenue	107	124	113,405.00	Operating & Non Capital Improvement	
<hr/>				<hr/>			
	\$ 113,405.00				\$ 113,405.00		
Attachment	Capital Construction Funds	Funds From:	Fund	B.A.		Funds Disbursed For:	
<hr/>				<hr/>			
	\$ -				\$ -		
Attachment	Enterprise Funds	Funds From:	Fund	B.A.		Funds Disbursed For:	
<hr/>				<hr/>			
	\$ -				\$ -		
Attachment	Agency Funds	Funds From:	Fund	B.A.		Funds Disbursed For:	
<hr/>				<hr/>			
	\$ -				\$ -		
<hr/>				<hr/>			
	\$ 812,657.00	Total Debits			\$ 812,657.00	Total Credits	

**2024/2025**

**General Fund-Sheriff**

7/22/2025

Amendment #

**2025-121**

## APPROVALS

Date: 7/22/2025

Date: 7/22/2025

Date: 7/22/2025

Date: 7/22/2025

Date: 7/22/2025

ATTACHMENT 2

**2024/2025**

ate	7/2
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**2025-123**

## APPROVALS

Date: 7/22/2025

186

**2024/2025**

2025-124

## APPROVALS

ATTACHMENT 4



# DeSoto County

7/22/2025

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Item #: 12.

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

**DEPARTMENT:**    Planning & Zoning  
**SUBMITTED BY:**    Laura McClelland  
**PRESENTED BY:**    Valerie Vicente

**TITLE & DESCRIPTION:**

**Resolution authorizing and directing County staff to administratively approve plats and replats**

**REQUESTED MOTION:**

**A motion to adopt the proposed resolution authorizing and directing County staff to implement the process as provided in Chapter 2025-164, Laws of Florida.**

**SUMMARY:**

**On June 20, 2025, the Governor approved Chapter No. 2025-164, Laws of Florida, making it mandatory, effective July 1, 2025, for counties and municipalities to approve plats and replats through an administrative process that does not require action by the local governing body. Chapter 2025-164, Laws of Florida, requires, among other things, that the County designate an administrative authority and an administrative official who may be a county administrator, a deputy county administrator, an assistant county administrator, or other high-ranking county department or division director with signature authority for approved plats.**

**The Governor's approval of Chapter 2025-164, Laws of Florida, on June 20, 2025 and subsequent effective date of July 1, 2025, leaves inadequate time to amend the DeSoto County Land Development Code, in accordance with established procedures; in order to be consistent with the actions of the Florida Legislature, it is necessary to authorize and direct staff to implement the process as provided in Chapter 2025-164, Laws of Florida.**



**DESOTO COUNTY, FLORIDA**

**RESOLUTION NO. 2025 - \_\_\_\_**

**A RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING AND DIRECTING COUNTY STAFF TO APPROVE PLATS AND REPLATS IN ACCORDANCE WITH CHAPTER 2025-164, LAWS OF FLORIDA; NAMING THE COUNTY ADMINISTRATOR OR DESIGNEE AS THE ADMINISTRATIVE OFFICIAL; AND DIRECTING STAFF TO IMMEDIATELY INITIATE AMENDMENTS TO DIVISION 3 “SUBDIVISION APPROVAL PROCEDURE” OF ARTICLE III “SUBDIVISION PROCEDURES” OF CHAPTER 20 OF THE DESOTO COUNTY LAND DEVELOPMENT CODE, TO COME INTO COMPLIANCE WITH CHAPTER 2025-164, LAWS OF FLORIDA; INCORPORATING THE WHEREAS CLAUSES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on June 20, 2025, the Governor approved Chapter No. 2025-164, Laws of Florida, making it mandatory, effective July 1, 2025, for counties and municipalities to approve plats and replats through an administrative process that does not require action by the local governing body; and

**WHEREAS**, Chapter 2025-164, Laws of Florida, requires, among other things, that the County designate an administrative authority and an administrative official who may be a county administrator, a deputy county administrator, an assistant county administrator, or other high-ranking county department or division director with signature authority for approved plats; and

**WHEREAS**, the Governor’s approval of Chapter 2025-164, Laws of Florida, on June 20, 2025 and subsequent effective date of July 1, 2025, leaves inadequate time to amend the DeSoto County Land Development Code, in accordance with established procedures; and

**WHEREAS**, in order to be consistent with the actions of the Florida Legislature, the Board of County Commissioners finds that it is necessary and in the public interest to authorize and direct staff to implement the process as provided Chapter 2025-164, Laws of Florida; and

**WHEREAS**, the Board of County Commissioners further finds that it is appropriate and in the public interest to direct County staff to initiate the necessary amendments to the DeSoto County Land Development Code consistent with Chapter 2025-164, Laws of Florida.

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

**Section 1.** 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 County Administrator is hereby designated as the Administrative Official with signatory authority for plats and replats as provided in Chapter 2025-164, Laws of Florida. The County Administrator is specifically authorized to name a designee to fulfill these functions.

**Section 3.** County staff is hereby authorized and directed to remove from the record mylar and other documents as appropriate the signature lines for the Board of County Commissioners and replace them with the signature line of the Administrative Official.

**Section 4.** County staff is hereby directed to adhere to the 7 working day acknowledgement and completeness review and notification period as provided in Chapter 2025-164, Laws of Florida.

**Section 5.** Following the 7 working day acknowledgement and completeness review and notification period, the review timelines and process for plats and replats shall be as otherwise provided in the DeSoto County Land Development Code except that all such applications shall be subject to receive administrative approval. The review process and timelines shall be explained in the acknowledgement and completeness review notification letter.

**Section 6.** County staff is hereby directed to immediately initiate amendments to Division 3 "Subdivision Approval Procedure" of Article III "Subdivision Procedures" of Chapter 20 of the DeSoto County Land Development Code, as needed to comply with the provisions of Chapter 2025-164, Laws of Florida.

**Section 7.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 22nd day of July, 2025.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
OF DESOTO COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mandy Hines  
County Administrator

By: \_\_\_\_\_  
JC Deriso, Chairman  
Board of County Commissioners

**APPROVED AS TO LEGAL FORM**

By: \_\_\_\_\_  
Valerie Vicente  
County Attorney

## CHAPTER 2025-164

### Committee Substitute for Committee Substitute for Committee Substitute for Senate Bill No. 784

An act relating to platting; amending s. 177.071, F.S.; requiring that certain plat or replat submittals be administratively approved with no further action by certain entities under certain circumstances; requiring the governing body of such county or municipality to designate an administrative authority to receive, review, and process plat or replat submittals; providing requirements for such designation; defining the term “administrative authority”; requiring the administrative authority to submit a certain notice to an applicant; providing requirements for such notice; requiring the administrative authority to approve, approve with conditions, or deny a plat or replat submittal in accordance with the timeframe in the initial written notice to the applicant; requiring the administrative authority to notify the applicant in writing if it declines to approve a plat or replat submittal; requiring that the written notification contain the reasons for denial and other information; prohibiting the administrative authority or other official, employee, agent, or designee from requesting or requiring that the applicant request an extension of time; amending s. 177.111, F.S.; conforming provisions to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 177.071, Florida Statutes, is amended to read:

177.071 Administrative approval of plats plat by designated county or municipal official governing bodies.—

(1)(a) A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091. The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat.

(b) As used in this section, the term “administrative authority” means a department, division, or other agency of the county or municipality. For purposes of issuing a final administrative approval of a plat or replat submittal, the term also includes an administrative officer or employee designated by the governing body of a county or municipality, including but not limited to, a county administrator or manager, a city manager, a deputy county administrator or manager, a deputy city manager, an assistant county administrator or manager, an assistant city manager, or other high-ranking county or city department or division director with direct or indirect

oversight responsibility for the county's or municipality's land development, housing, utilities, or public works programs.

(2) Within 7 business days after receipt of a plat or replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with s. 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.

(3) Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (2). If the administrative authority does not approve the plat or replat, it must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.

(4)(1) Before a plat or replat is offered for recording, it must be administratively approved as required by this section by the appropriate governing body, and evidence of such approval must be placed on the plat or replat. If not approved, the governing body must return the plat or replat to the professional surveyor and mapper or the legal entity offering the plat or replat for recordation. For the purposes of this part:

(a) When the plat or replat to be submitted for approval is located wholly within the boundaries of a municipality, the governing body of the municipality has exclusive jurisdiction to approve the plat or replat.

(b) When a plat or replat lies wholly within the unincorporated areas of a county, the governing body of the county has exclusive jurisdiction to approve the plat or replat.

(c) When a plat or replat lies within the boundaries of more than one county, municipality, or both governing body, two plats or replats must be prepared and each county or municipality governing body has exclusive jurisdiction to approve the plat or replat within its boundaries, unless each county or municipality with jurisdiction over the plat or replat agrees the governing bodies having said jurisdiction agree that one plat is mutually acceptable.

(5)(2) Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the

State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

Section 2. Section 177.111, Florida Statutes, is amended to read:

177.111 Instructions for filing ~~plats~~ plat.—After the approval by the appropriate administrative authority governing body required by s. 177.071, the plat or replat must ~~shall~~ be recorded by the circuit court clerk or other recording officer upon submission thereto of such approved plat or replat. The circuit court clerk or other recording officer shall maintain in his or her office a book of the proper size for such papers so that they ~~will~~ shall not be folded, to be kept in the vault. A print or photographic copy must be filed in a similar book and kept in his or her office for the use of the public. The clerk shall make available to the public a full size copy of the record plat or replat at a reasonable fee.

Section 3. This act shall take effect July 1, 2025.

Approved by the Governor June 20, 2025.

Filed in Office Secretary of State June 20, 2025.



# DeSoto County

7/22/2025

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Item #: 13.

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

**DEPARTMENT:**    Administration  
**SUBMITTED BY:**    Mandy Hines, County Administrator  
**PRESENTED BY:**    Mandy Hines

**TITLE & DESCRIPTION:**  
**State Legislative Priorities / Annual Adoption**

**REQUESTED MOTION:**  
**Motion to approve (or amend) Legislative Priority general policy statement and project requests.**

**SUMMARY:**  
**Annual adoption of legislative priorities for presentation and advocacy during the 2025-2026 legislative session.**

**BACKGROUND:**  
**Each year the Board adopts annual legislative priorities with general policy statements and project funding requests. The priorities are presented at the annual local Delegation Meeting. Adoption of priorities does not limit the County in taking positions in favor, or opposition, to legislation that is filed throughout the process.**

**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 Board of County Commissioners**  
**201 East Oak Street, Suite 201**  
**Arcadia, Florida 34266**  
**863-993-4800**

**DeSoto County Designations:**

- **Rural Area of Economic Opportunity**
- **Fiscally Constrained County**
- **Small County**

General Operating Millage:	7.9048
Law Enforcement Millage:	2.4399

**State Legislative Priorities / 2025-2026:**

**Full Funding of Advalorem offsets for Fiscally Constrained Counties**

Continue to fully fund the offset of the impacts of Amendment 1 and subsequent homestead exemption amendments. (2<sup>nd</sup> and 4<sup>th</sup> \$25,000 homestead exemptions)

**Preservation of Home Rule Authority**

Request for support of the preservation of Home Rule Authority, which enables the Board to govern at the local level to the service of its constituents. Home Rule Authority is a crucial element of the County's ability to be responsive and adaptive to local needs.

**Unfunded Mandates**

The County opposes State Legislation that mandates the delivery of costly services or processes absent the resources to fund them. We respectfully request active engagement with the affected entities in the legislative process to measure and consider the impacts of such mandates.

**Meaningful Local Involvement**

When faced with policy and legislative proposals that impact local government, we request meaningful local involvement to fully vet impacts, provide information that may be important to consider in decision making, and provide local level information it may need to consider. Information and communication are critical

in well-informed decisions that minimize unintended consequences. The County and State Governments may have different responsibilities, but we all serve the citizens of the state of Florida. We are partners in service, and we are willing and ready to engage collaboratively.

**State Aid to Libraries:**

Maintain State Aid to Libraries funding

**Affordable Housing:**

Maintain funding of Florida’s affordable housing programs, specifically the SHIP program funding. Support utilizing the full amount of the established trust fund for its intended purposes.

**Small County Road Programs (SCRAP/SCOP)**

Support full funding the FDOT for the FY 2025-26 workplan project requests for SCRAP and SCOP projects.

**Health Department Funding**

Maintain funding for health departments providing primary health care and dental services and protect them from state budget reductions. Small County (State) Health Departments serve a critical role in community health in service to the medically underserved communities.

**Legislative Project Requests**

**Wastewater Disposal**

**\$5,000,000**

The State appropriated \$5,000,000 during the most recent Legislative Session, combined with this additional request, state assistance would represent approximately 70% of project costs to construct a deep injection well at an estimated costs of \$15,000,000. The effluent disposal solution is necessary because there is no additional spray field irrigation land area at, or near, the County’s wastewater treatment facility. There is significant demand for wastewater capacity that is limited by effluent disposal. The balance of the project will be funded through capital charges, capital reserves, and the State Revolving Loan Fund managed by FDEP. Resolving the effluent disposal challenge will allow the County to move forward with treatment capacity expansion to serve the residential and commercial demand in a manner that does not encourage the installation of septic systems in dense housing developments and/or the construction of numerous private package plants throughout the County.



**County Road 769 Expansion****\$5,000,000**

FDOT and the County are working together to fund approximately 2.2 miles, adding an additional 2 lanes, to the southern portion of CR 769 (Kings Highway). Design is underway and programmed at approx. 3.4 million. The County is in the process of negotiating stormwater property within the 1<sup>st</sup> mile of the project. We have broken the project into two phases based on funding feasibility. The request will be used for construction costs, construction management costs, utility relocation and/or right-of-way acquisition. The County and the FDOT have collectively identified about 15.5 Million in constructing funding in addition to the 3.4 million in design funding. All sources have been local and/or Federal. This project will provide design integration with the portion of Kings Highway that Charlotte County is doing and will provide relief to the heavy congestion of this portion of the roadway.

- CR 769 leads directly to I-75 and is the only local road designated as an Evacuation Route
- Priority Project of the Heartland Regional Transportation Organization
- Connects Interstate to State Road system (SR 72 and US 17/SR 35
- This segment of roadway is currently over capacity
- Strong State/Local partnership

**Property Acquisition/Jail Replacement****\$250,000**

The County was awarded a state appropriation in state FY 2024-2025 in the amount of \$150,000 to commission a conceptual jail design to replace the current jail and Sheriff administrative complex, based on age, condition, and capacity. The County issued a Request for Proposals and selected Securitecure to perform the work. The contract amount was just under \$50,000. The project is complete, and it is concluded that the jail project would require a 12–14-acre site. Funding was administered by FDLE. Just over \$100,000 currently remains and was not utilized for the conceptual design. The County is requesting a reallocation of the balance for use to acquire suitable property, and an additional allocation of **\$150,000** for property acquisition.

**DeSoto County Fire Tower Truck****\$1,000,000**

The County's current Fire Tower Engine has become unreliable and is often out of service. The truck has little to no resale value. The County has been allocating funding for capital purchases to replace rescue trucks and fire trucks in the budget process. The County does not have sufficient revenue to allocate funds to

replace the fire tower truck. Another entity donated a tower truck to the County; however, to bring the truck to current standards it will cost \$500,000. It does not make financial sense to invest 50% of the cost of a new Fire Tower Engine in a 30-year-old truck.

<b><u>Animal Services Adoption Building</u></b>	<b><u>\$175,000</u></b>
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Request for 50% cost share to construct a simple animal services adoption building to provide a safe area for adoptable pets to be housed outside of the main animal control building where dangerous dogs, quarantined animals, and sick animals are housed. The County allocated design funding last fiscal year. Design was complete and the building was scheduled to be constructed next fiscal year; the construction project was cut from the CIP, along with several other capital items in effort to balance the budget without increasing the millage rate.



# DeSoto County

7/22/2025

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Item #: 14.

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- ☐ Consent Agenda    ☒ Quasi-Judicial Public Hearing  
☐ Regular Business    6:30 pm  
☐ Public Hearing Resolution

**DEPARTMENT:**    Planning & Zoning  
**SUBMITTED BY:**    Laura McClelland  
**PRESENTED BY:**    Misty Servia

**TITLE & DESCRIPTION:**

**Resolution / PRMWSA Development Plan / SITE-0160-2025**

**REQUESTED MOTION:**

**A motion to adopt/deny the proposed resolution for a development plan and enter into the record this development review report and the findings and conclusions and all other competent substantial evidence presented at the hearing.**

**SUMMARY:**

**The applicant requests that the Board make a finding that the proposed utility expansion be considered an *Essential Service* and approval of a Development Plan to expand an existing potable water treatment facility, a new reservoir, and associated infrastructure on 34 parcels, as identified by the Property Appraiser, on +/- 6,494.07 acres.**

**The proposed use meets the requirements to be considered an essential service, as the term is defined in the County's Comprehensive Plan. Specifically, Comprehensive Plan Future Land Use Element Policy 1.1.14 defines "Essential Services" and allows infrastructure such as water, wastewater, etc. to be allowed in any zoning district through the County's Development Plan process.**

**Implementation of this policy is found in three areas of the LDRs. First, in LDR Section 20-1650, the definition of an Essential Service is as follows: "Essential services means services designed and operated by, or under the approval of, appropriate governmental jurisdictions to provide necessary utilities, general communications, public uses, and solid waste disposal facilities." Second, in LDR Section 20-1433(10), it states if the Board finds the proposed use to be an essential service, the project does not require a special exception. Third, in Section 20-95, it provides that Essential Services may be located in any zoning district as approved by the Board of County Commissioners, and as more particularly set forth therein.**

**The subject parcels are owned by both the Peace River Manasota Water Supply Authority (PRMWSA) and the Southwest Florida Water Management District (SWFSMD) and located northwest of CR 769 and southeast of CR 769 at 9010 SW CR**

769, Arcadia, Florida 34269

**BACKGROUND:**

This Development Plan is for the PRMWSA's new, third reservoir (Reservoir No. 3). This is a new 9-billion-gallon reservoir with associated infrastructure on the RV Griffin Reserve. It also includes an expansion of the treatment capacity at the Peace River Water Treatment Facility (PRWTF), including a new river water intake and pump station on the Peace River, raw water transmission main to the new and existing reservoir system, and new reservoir pump station. The project includes multiple new buildings, structures, and turn lane improvements to Kings Highway.

Together, this new infrastructure comprises the Peace River Regional Reservoir No. 3, or PR3, Project. The purpose of the PR3 Project (Project) is to meet the growing drinking water needs across a four-county area by interconnecting major water supplies and developing additional alternative water supply (AWS) capacity. PRMWSA is an independent special district of the State of Florida, comprised of four member counties including Charlotte, DeSoto, Manatee, and Sarasota Counties, as well as one customer, the City of North Port.

The overall site lies within two future land use categories: Preservation, and Public Lands and Institutions (PLI). The PLI land use designation supports utility uses, but Preservation does not directly support the use and states, "Only limited passive recreation facilities that enhance enjoyment of natural resources and unclosed structures shall be allowed in the Preservation Land Use. No residential or non-residential uses shall be permitted."

DeSoto County is pursuing a County-initiated future land use map amendment to align the existing and proposed uses consistent with the public utilities / water treatment use. Specifically, to amend the future land use category from Preservation to PLI, consistent with Policy 1.10.1 related to assigning new areas for the PLI land use category on the future land use map on those lands already legally owned or controlled by a governmental entity and use to service the public, and those privately owned lands that are conveyed for governmental use purposes.

The proposed use meets the requirements to be considered an essential service. Comprehensive Plan Future Land Use Element Policy 1.1.14 provides that "Essential Services" such as infrastructure for water, wastewater, etc. to be allowed in any zoning district through the County's Development Plan process.

As noted above, implementation of this policy is found in three areas of the LDRs. First, in LDR Section 20-1650, the definition of an Essential Service is as follows: "Essential services means services designed and operated by, or under the approval of, appropriate governmental jurisdictions to provide necessary utilities, general communications, public uses, and solid waste disposal facilities." Second, in LDR Section 20-1433(10), it states if the Board finds the proposed use to be an essential service, the project does not require a special exception. Third, in Section 20-95 it provides that Essential Services may be located in any zoning district as approved by the Board of County Commissioners.

If the project was not considered an Essential Service, the LDR would require a special

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**ITEM #: 14.**

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**exception in the P/I zoning and A-10 districts for the proposed uses and facilities. Staff has included a finding in the accompanying Resolution that the proposed use, expansion of the water treatment plant, a new reservoir and associated infrastructure is an Essential Service, and therefore, a special exception approval is not required.**

# DESOTO COUNTY

## PLANNING AND ZONING DEPARTMENT STAFF REPORT

**REQUEST:** SITE-0160-2025  
Development Plan Approval

**PROPERTY OWNERS:** Peace River Manasota Water Supply Authority (PRMWSA)  
9415 Town Center Pkwy  
Lakewood Ranch, Florida 34202

Southwest Florida Water Management District (SWFWMD)  
2379 Broad St, Brooksville, Florida 34604

**AGENT:** Trisha Howard  
10549 N. Florida Avenue, Suite F  
Tampa, Florida 33612

**PROPERTY:** See Exhibit D (34 parcels – 13 parcels PRMWSA; 21 parcels SWFWMD)  
Facility Address: 8998 SW CR 769, Arcadia, FL 34269

**TOTAL PARCEL SIZE:** +/- 6,494.07 acres

**FUTURE LAND USE DESIGNATION:** Public Land Institution and Preservation

**ZONING DISTRICT:** A-10 (Agricultural-10) and P/I (Public/Institutional)

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### PROPOSED REQUEST:

The applicant requests that the Board make a finding that the proposed utility expansion be considered an *Essential Service* and approval of a Development Plan to expand an existing potable water treatment facility, a new reservoir, and associated infrastructure on 34 parcels, as identified by the Property Appraiser, on +/- 6,494.07 acres.

The proposed use meets the requirements to be considered an essential service, as the term is defined in the County's Comprehensive Plan. Specifically, Comprehensive Plan Future Land Use Element Policy 1.1.14 defines "Essential Services" and allows infrastructure such as water, wastewater, etc. to be allowed in any zoning district through the County's Development Plan process.

Implementation of this policy is found in three areas of the LDRs. First, in LDR Section 20-1650, the definition of an Essential Service is as follows: "Essential services means services designed and operated by, or under the approval of, appropriate governmental jurisdictions to provide necessary utilities, general communications, public uses, and solid waste disposal facilities."

Second, in LDR Section 20-1433(10), it states if the Board finds the proposed use to be an essential service, the project does not require a special exception. Third, in Section 20-95, it provides that Essential Services may be located in any zoning district as approved by the Board of County Commissioners, and as more particularly set forth therein.

The subject parcels are owned by both the Peace River Manasota Water Supply Authority (PRMWSA) and the Southwest Florida Water Management District (SWFSMD) and located northwest of CR 769 and southeast of CR 769 at 9010 SW CR 769, Arcadia, Florida 34269 (Exhibit A: Location). The property identification numbers are listed in Exhibit D.

**Background:**

This Development Plan is for the PRMWSA's new, third reservoir (Reservoir No. 3). This is a new 9-billion-gallon reservoir with associated infrastructure on the RV Griffin Reserve. It also includes an expansion of the treatment capacity at the Peace River Water Treatment Facility (PRWTF), including a new river water intake and pump station on the Peace River, raw water transmission main to the new and existing reservoir system, and new reservoir pump station. The project includes multiple new buildings, structures, and turn lane improvements to Kings Highway.

Together, this new infrastructure comprises the Peace River Regional Reservoir No. 3, or PR3, Project. The purpose of the PR3 Project (Project) is to meet the growing drinking water needs across a four-county area by interconnecting major water supplies and developing additional alternative water supply (AWS) capacity. PRMWSA is an independent special district of the State of Florida, comprised of four member counties including Charlotte, DeSoto, Manatee, and Sarasota Counties, as well as one customer, the City of North Port.

The overall site lies within two future land use categories: Preservation, and Public Lands and Institutions (PLI). The PLI land use designation supports utility uses, but Preservation does not directly support the use and states, "Only limited passive recreation facilities that enhance enjoyment of natural resources and unclosed structures shall be allowed in the Preservation Land Use. No residential or non-residential uses shall be permitted."

DeSoto County is pursuing a County-initiated future land use map amendment to align the existing and proposed uses consistent with the public utilities / water treatment use. Specifically, to amend the future land use category from Preservation to PLI, consistent with Policy 1.10.1 related to assigning new areas for the PLI land use category on the future land use map on those lands already legally owned or controlled by a governmental entity and use to service the public, and those privately owned lands that are conveyed for governmental use purposes.

The proposed use meets the requirements to be considered an essential service. Comprehensive Plan Future Land Use Element Policy 1.1.14 provides that "Essential Services" such as infrastructure for water, wastewater, etc. to be allowed in any zoning district through the County's Development Plan process.

As noted above, implementation of this policy is found in three areas of the LDRs. First, in LDR Section 20-1650, the definition of an Essential Service is as follows: "Essential services means services designed and operated by, or under the approval of, appropriate governmental

jurisdictions to provide necessary utilities, general communications, public uses, and solid waste disposal facilities.” Second, in LDR Section 20-1433(10), it states if the Board finds the proposed use to be an essential service, the project does not require a special exception. Third, in Section 20-95 it provides that Essential Services may be located in any zoning district as approved by the Board of County Commissioners.

If the project was not considered an Essential Service, the LDR would require a special exception in the P/I zoning and A-10 districts for the proposed uses and facilities. Staff has included a finding in the accompanying Resolution that the proposed use, expansion of the water treatment plant, a new reservoir and associated infrastructure is an Essential Service, and therefore, a special exception approval is not required.

## **Data and Analysis**

### **Future Land Use Designation and Zoning**

#### **A. Comprehensive Plan and Future Land Use Review**

1. **Objective 1.2: Preservation Land Use Category Defined.** The Preservation land use category includes lands that are legally protected from development in perpetuity.

**Policy 1.2.2: Preservation Category Uses.** Only limited passive recreation facilities that enhance enjoyment of natural resources and unclosed structures shall be allowed in the Preservation Land Use. No residential or non-residential uses shall be permitted.

#### **Staff finding**

*A portion of the subject property is located within the Preservation designation. Preservation does not permit intense uses, such as water treatment facilities. DeSoto County is pursuing a County-initiated future land use map amendment from Preservation to PLI to allow the public utilities use.*

#### **Objective 1.10: Public Lands and Institutions (PLI) Category Defined.**

The Public Lands and Institutions land use category includes only those lands that are legally owned or leased long-term (20 years+) by a local, state, federal, public utility or special government and used specifically to serve the public in some capacity. This category is designated solely to show the location and variety of such governmental uses and to depict a more accurate picture of residential density within the FLUM. These are generally long-term uses that will be utilized publicly for over 50 years.

**Policy 1.10.1: Public Lands and Institutions Category Location.** The following criteria shall be used for assigning new areas for the Public Lands and Institutions (PLI) land use category on the Future Land Use Map:

- (1) Land already legally owned or controlled by a governmental entity and used in the service of the public.
- (2) When privately owned lands are permanently deeded, purchased, or leased long-term (20+years) for governmental use purposes, the County shall



amend the Future Land Use Plan Map at the next available plan amendment cycle to change the land use to the Public Lands and Institutions Land Use designation. Additional land will be designated as PLI as new facilities are built over time such as schools, utility plants, active parks.

**Policy 1.10.2: Public Lands and Institutions Category Uses.** This land use category includes those lands which contain State, Federal and City, County, School, and other quasi-governmental owned facilities that are publicly owned or controlled but are not Preservation. They may contain:

- (1) Governmental offices;
- (2) Public Works Facilities. Maintenance Departments;
- (3) Active and Passive parks;
- (4) Caretaker Residence;
- (5) Utility plants and facilities, excluding electrical generating plants;
- (6) Schools;
- (7) Correctional facilities, Civil Commitment Center;
- (8) Stormwater detention/retention Facilities and Water Reservoirs; and
- (9) Similar public service facilities.

**Policy 1.10.3: Density/Intensity/Open Space design.** All development within the Public Lands and Institution Land Use category is required to cluster development and provide 25 percent open space on-site. Intensity of non-residential development shall be limited to FAR of 1.0.

**Policy 1.10.4: Land Use Compatibility.** Land uses which are potentially incompatible either due to type of use or intensity of use shall be buffered from one another.

**Staff finding**

*A portion of the subject property is located within the Public Lands and Institutions (PLI) land use category. The proposed use is consistent with the allowable uses in the land use category. The Development Plan illustrates the expansion is generally adjacent to existing facilities. Buffers may be required consistent with LDR Section 20-600 and will be approved with the Improvement Plans.*

**Objective 1.12: Conservation Overlay Designation (COD).** The Interim 2040 Conservation Overlay Map (FLUEMS-4) identifies public and private lands that may possess environmental limitations, such as floodplain, wetland, and other environmentally sensitive areas, including but not limited to, sloping topography subject to soil erosion, wildlife habitat areas, hydric soils, and special vegetative communities, but have not been confirmed as such and shall be protected to the greatest extent possible. Modifications of the boundaries are permitted upon submittal of data and analysis, or field inspection by qualified personnel which support the establishment of a more appropriate boundary.

**MEASURABLE TARGET:** Acres of habitat and wetlands or species to be impacted or preserved as identified through environmental surveys,

Environmental Resource Permits, and other actions in response to development in environmentally sensitive environments.

**Policy 1.12.3:** *Conservation Overlay Designation Development Standards.*

- (1) A final determination of the suitability for development of any individual parcel, as it relates to a Conservation Overlay area on the Future Land Use Map, shall be determined prior to issuance of any development approval.
- (2) The Conservation Overlay Designation area on the Future Land Use Map is not to be considered the exact boundary of the conservation area, but to act as an indicator of a potential conservation area. The exact boundary shall be determined by an environmental site study by a qualified professional at the expense of the Developer and submitted for a determination to the South West Florida Water Management District or other agency with jurisdiction.
- (3) The Conservation Overlay Designation area is not all inclusive and other areas that do not fall within the COD boundaries that meet the definition of being environmentally sensitive areas are also subject to the regulations affecting them. These areas include protected plant and animal habitat.
- (4) Development proposals shall require the submittal of an Environmental Site Study indicating as to the extent of the impact of development or redevelopment for any lands within Conservation Overlay Designation areas and other environmental concerns.
- (5) Environmental Site Studies shall provide evidence and an inventory of wetlands; soils posing severe limitations to construction; unique habitat; endangered species of wildlife and plants; significant historic structures and/or sites; and areas prone to periodic flooding (areas within the 100-year floodplain).
- (6) DeSoto County shall require identification of proposed impacts to the natural functions of any resources by any development or redevelopment that proposes to be placed in/on, to disturb, or to alter identified areas. Compensation and Mitigation plans shall also be provided.
- (7) Such identification shall occur during the development review process and provide the opportunity for DeSoto County to review the proposed project so that direct and irreversible impacts on the identified resources are avoided, minimized, or in the extreme, mitigated.
- (8) Natural resources discovered as a result of the required Environmental Site Study will be protected in accordance with state and federal law. The Environmental Site Study will require that a qualified professional analyze the natural functions of eco-systems and connectivity of resource corridors. A conservation easement, or other protective measure, may be required to protect the functions of natural resources. Mitigation may be allowed on a case-by-case basis through the appropriate reviewing agencies.
- (9) If an area is determined to be developable and not within the Conservation Overlay Designation, then the underlying future land use category shall apply.
- (10) The Conservation Overlay District is comprised of data collected from other sources and utilized as a tool to assist in development decisions. As this data is modified, updated or altered, the County will update the Conservation Overlay District boundaries upon data being published to reflect the most accurate data and analysis available. Should other recognized professional

sources or technology also provide for updates and improved accuracy, that data shall be reflected in updates to the DeSoto County Conservation Overlay District when made available. Staff shall review and update available data semi-annually.

**Staff finding**

*This property is owned by SWFWMD and the PRMWSA and subject to all State and Federal permitting requirements. An Environmental Site Study was not provided, but a condition is recommended that the study be provided with the Improvement Plan. The Development Plan does illustrate wetland mitigation and restoration improvements, which require state permitting.*

2. **Zoning District related-issues.** Land Development Regulation zoning district related issues include the zoning district and its consistency with the FLUM, the uses allowed within the zoning district, the minimum lot size and width, the minimum building setbacks or open yards.

**Staff finding**

*The subject property is zoned P/I and A-10. The property is currently developed with a potable water treatment plan and reservoir and proposing to be expanded. A finding has been provided for the Board to determine the proposed use is an Essential Service, which pre-empts the need for an additional special exception application and analysis.*

*The proposed setbacks meet/exceed the minimum requirements for the A-10 and P/I zoning districts:*

	Proposed	Required A-10	Required P/I
Front	50'	50'	25'
Side	30'	30'	20'
Rear	50'	50'	20'

*The maximum impervious lot coverage in the A-10 and P/I zoning districts is unrestricted. The site is in FEMA Flood Zone X, A, and AE in map panels 12027C0256C, 12027C0257D, 12027C0258C (effective 11/6/2013) and 12027C0259D (effective 10/7/2021). All improvements must comply with all building-related requirements on future site plan and building permit submittals.*

*The following table illustrates the adjacent uses, land use, and zoning designations. Future site plan submittals will be required to demonstrate compliance with setbacks consistent with Code requirements.*

Adjacent Parcel	Zoning	FLU	Use
North	A-10	Rural/Agricultural	Pastureland, proposed Boran Ranch excavation
East	A-10, A-5	Low Density Residential, Rural/Agricultural	Pastureland, vacant, single family
South	A-5, RVC, A-10, RMF-6	Low Density Residential, Rural/Agricultural	Proposed Oak Stone, pastureland, RV park
West – Sarasota County/City of Northport	A-10, PM-I	Rural/Agricultural	Pastureland, platted residential

*These zoning standards shall be conditioned and illustrated on future site plan submittals / Improvement Plan. Therefore, with conditions, the proposed facility is in conformance with the zoning districts.*

3. **Transportation related issues.** Transportation related issues include roadway access, right-of-way width, and off-street parking and loading requirements.

**Staff finding**

*This development is located at 8998 SW CR 769 in SW County. No traffic study was submitted. The Development Plan narrative proposes entrance improvements off CR 769. The facility has one driveway with two different gates. A new gate configuration is proposed to facilitate one gate entrance per driveway.*

*The Peace River Facility Entrance Improvements project was approved by the Desoto County Board of County Commissioners on November 19, 2024, Resolution File 24-581. Access will be reviewed in detail with the Improvement Plan submittal.*

4. **Infrastructure issues.** Infrastructure issues include potable water, sanitary sewer, solid waste, stormwater management, and electricity.

**Staff finding**

*No well or septic is identified on the development plan. Stormwater is not illustrated on the Development Plan. The property is located within the Conservation Overlay District. The applicant is required to obtain all-necessary permits from State and Federal agencies. Future plan submittals shall depict the location of any proposed stormwater management facilities and conform to County stormwater requirements and obtain any necessary permitting from the*

*Southwest Florida Water Management District and FDEP, if there are any proposed additional impervious surface area requiring additional stormwater management.*

5. **Miscellaneous issues.** These include impervious surface area, maximum density, required recreation, and dead storage.

**Staff finding**

*The DeSoto County Land Development Regulations for the A-10 and P/I zoning districts do not limit the maximum allowed impervious surface area. The overall subject property is +/- 6,494.07 acres.*

*No landscape buffers are required or proposed. Future plan submittals must identify adjacent land uses and demonstrate compliance with the landscape/buffer requirement, per Sec. 20-600, if adjacent land uses change.*

*SWFWMD's Recreation Map viewer (<https://swfwmd.maps.arcgis.com>) shows RV Griffin Reserve with the following amenities to include ADA accessible, picnic facilities, restrooms, model airplane airfield, and trails. Activities include bicycling, equestrian, and hiking. It is unclear if these activities will continue or be limited / removed.*

**STAFF REVIEW**

Staff review has determined that this application, SITE-0160-2025, can be found to be consistent with the Comprehensive Plan and Land Development Regulations with the recommended conditions to be imposed.

**RECOMMENDED CONDITIONS FOR APPROVAL:**

1. The county shall initiate an amendment to the Future Land Use Map of the Comprehensive Plan to change the area designated Preservation to Public Lands and Institutions, needed to align the proposed reservoir and appurtenances for the project with the DeSoto County Comprehensive Plan.
2. The Improvement Plan shall conform to the LDR development standards established for the A-10 and P/I zoning districts.
3. An Environmental Site Study that shows the impact of development on lands within the Conservation Overlay Designation and other environmental concerns shall be provided to the County with the Improvement Plan submittal. The study shall provide evidence and an inventory of wetlands, soils posing severe limitations to construction, unique habitat, endangered species of wildlife and plants, significant historic structures and/or sites and areas prone to periodic flooding (100-year floodplain). Identification of proposed impacts to the natural functions of any resources by development shall be shown. Compensation and Mitigation Plans shall also be provided, if applicable. The applicant shall provide a copy of all permit or exemption applications made to the State and Federal agencies, with the Improvement Plan. All development is prohibited within wetlands, unless otherwise approved by State or Federal permits.
4. The Improvement Plan and any off-site improvements shall conform to the DeSoto County Engineering Standards Details and approved by the County Engineer
5. The site is in FEMA Flood Zone X, A, and AE zones. The Improvement Plan, future plans, and building permit submittals shall conform to all related FEMA requirements.
6. The Improvement Plan shall depict the location of any proposed stormwater management

facilities, conform to County stormwater requirements, and obtain any necessary permitting from the Southwest Florida Water Management District (SWFWMD) and the Florida Department of Environmental Protection (FDEP), for impervious surface areas that require stormwater management. Copies of applications required by the SWFWMD and FDEP shall be provided to the County with the Improvement Plan submittal.

7. The Improvement Plan shall identify adjacent land uses and conform to the LDR landscape buffer requirements and be approved by Planning staff.
8. The Improvement Plan shall conform to the sign requirements in LDR Section 20-900.
9. The Improvement Plan shall conform to the Florida Fire Prevention Code, as approved by the DeSoto County Fire Department.
10. A Right of Way permit will be required for all work done within the County maintained Right of Way, through the Engineer Division.

## **ATTACHMENTS**

Exhibit A: Location Map  
Exhibit B: Official Zoning District Atlas  
Exhibit C: Future Land Use Map  
Exhibit D: Site Development Plan  
Exhibit E: Property Identification Numbers

## **PUBLIC HEARING SCHEDULE**

**Board of County Commissioners**

**Final Disposition**

July 22, 2025

## Exhibit D – Property Identification Numbers

### Subject Property Parcel ID - Northwest of CR 769

PID	Acres	Zoning	Future Land Use	Owner
31-38-23-0000-0021-0000	332.95	A-10	Preservation	SWFWMD
31-38-23-0000-0020-0000	88.49	A-10	Preservation	SWFWMD
32-38-23-0000-0010-0000	20.72	A-10	Preservation	SWFWMD
06-39-23-0000-0012-0000	41.05	PUD	Preservation	SWFWMD
06-39-23-0000-0010-0000	603.33	A-10	Preservation	SWFWMD
05-39-23-0000-0010-0000	520.65	A-10	Preservation	SWFWMD
04-39-23-0000-0040-0000	57.19	A-10	Preservation	SWFWMD
07-39-23-0000-0010-0000	649.6	A-10	Preservation	SWFWMD
08-39-23-0000-0100-0000	653.75	A-10	Preservation	SWFWMD
09-39-23-0000-0030-0000	398.23	A-10	Preservation	SWFWMD
09-39-23-0000-0031-0000	173.33	P/I	Preservation	PR
10-39-23-0000-0115-0000	81.27	A-10	Preservation	SWFWMD
10-39-23-0000-0100-0000	8.51	A-10	Preservation	PRMWSA
18-39-23-0000-0010-0000	651.43	A-10	Preservation	SWFWMD
17-39-23-0000-0011-0000	594.36	A-10	Preservation	SWFWMD
17-39-23-0000-0013-0000	55.92	A-10	Preservation	SWFWMD
17-39-23-0000-0012-0000	1.47	A-10	Preservation	PRMWSA
16-39-23-0000-0015-0000	37.19	A-10	Preservation	SWFWMD
16-39-23-0000-0011-0000	153.66	P/I	Preservation	PRMWSA
16-36-23-0000-0010-0000	227.49	A-10	Preservation	SWFWMD
15-39-23-0000-0012-0000	0.98	A-10	Preservation	SWFWMD
19-39-23-0000-0011-0000	623.08	A-10	Preservation	SWFWMD
19-39-23-0000-0012-0000	5.92	A-10	Preservation	PRMWSA
20-39-23-0000-0011-0000	220.18	A-10	Preservation	SWFWMD

20-39-23-0000-0012-0000	18.96	A-10	Preservation	PRMWSA
30-39-23-0000-0011-0000	124.86	A-10	Preservation	SWFWMD
30-39-23-0000-0012-0000	14.48	A-10	Preservation	SWFWMD
	<b>6,359.05</b>			

**Subject Property Parcel ID - Southeast of CR 769**

PID	Acres	Zoning	Future Land Use	Owner
10-39-23-0000-0110-0000	7.87	A-10	Public Land Institution	PRMWSA
10-39-23-0323-0010-0010	17.8	P/I	Public Land Institution	PRMWSA
16-39-23-0000-0014-0000	5.57	P/I	Public Land Institution	PRMWSA
16-39-23-0000-0030-0000	3.6	P/I	Public Land Institution	PRMWSA
15-39-23-0000-0014-0000	5.27	A-10	Public Land Institution	PRMWSA
15-39-23-0000-0015-0000	29.6	P/I	Public Land Institution	PRMWSA
15-39-23-0000-0016-0000	65.31	P/I	Public Land Institution	PRMWSA



**DESOTO COUNTY, FLORIDA**

**RESOLUTION NO. 2025 - \_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, FINDING THAT THE USES AND FACILITIES PROVIDED FOR IN DEVELOPMENT PLAN APPLICATION (SITE-0160-2025) BY PEACE RIVER MANASOTA WATER SUPPLY AUTHORITY IS AN ESSENTIAL SERVICE; GRANTING TO PEACE RIVER MANASOTA WATER SUPPLY AUTHORITY A DEVELOPMENT PLAN APPLICATION (SITE-0160-2025) APPROVAL WITH CONDITIONS TO ALLOW FOR THE EXPANSION OF THE WATER TREATMENT PLANT, TO INCLUDE A NEW RESERVOIR, AND ASSOCIATED INFRASTRUCTURE ON 6,494.07 ACRES, ZONED AGRICULTURAL-10 (A-10) AND PUBLIC / INSTITUTIONAL (P/I) AND LOCATED AT 8998 SW CR 769, ARCADIA, FL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on April 9, 2025, the Peace River Manasota Water Supply Authority filed a Development Plan application and fee with the Development Department for expansion of the existing 6,494.07-acre water treatment plant and a new reservoir located at 8998 SW CR 769, Arcadia, Florida (Exhibit A: Location Map); and

**WHEREAS**, Land Development Regulations (LDR) Section 20-1345(d)(1) requires all development plans to be reviewed by the Development Department and then submitted to the Board of County Commissioners (Board) for its review and approval or disapproval at a quasi-judicial public hearing; and

**WHEREAS**, the Board finds the existing and proposed uses of a water treatment plant and reservoir and associated infrastructure meets the definition of essential services, as contemplated in Comprehensive Plan Future Land Use Element Policy 1.1.14, and defined by LDR Section 20-1650 and 20-1433(10); and

**WHEREAS**, the Development Department has reviewed the Development Plan application and concludes the application can be found to be in conformance with the LDR, if approved with the recommended conditions; and

**WHEREAS**, on July 22, 2025, the DeSoto Board of County Commissioners held a duly noticed public hearing on the Development Plan application (SITE-0160-2025) and determined that the application complies with the DeSoto County Comprehensive Plan (Exhibit B: Comprehensive Plan), the Land Development Regulations (Exhibit C: Zoning), and all other applicable regulations provided conditions to ensure conformance are imposed; and

**WHEREAS**, the Board finds adoption of this resolution will not adversely affect the public interest and is in the best interest of the residents of DeSoto County, Florida.

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

**Section 1.** *Whereas clauses incorporated.* The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are hereby incorporated by reference as part of this Resolution.

**Section 2.** *Property description.* The 6,494.07-acre 34-parcel subject property is located at 8998 SW CR 769, the Property Identification Numbers being 31-38-23-0000-0021-0000, 31-38-23-0000-0020-0000, 32-38-23-0000-0010-0000, 06-39-23-0000-0012-0000, 06-39-23-0000-0010-0000, 05-39-23-0000-0010-0000, 04-39-23-0000-0040-0000, 07-39-23-0000-0010-0000, 08-39-23-0000-0100-0000, 09-39-23-0000-0030-0000, 09-39-23-0000-0031-0000, 10-39-23-0000-0115-0000, 10-39-23-0000-0100-0000, 18-39-23-0000-0010-0000, 17-39-23-0000-0011-0000, 17-39-23-0000-0013-0000, 17-39-23-0000-0012-0000, 16-39-23-0000-0015-0000, 16-39-23-0000-0011-0000, 16-36-23-0000-0010-0000, 15-39-23-0000-0012-0000, 19-39-23-0000-0011-0000, 19-39-23-0000-0012-0000, 20-39-23-0000-0011-0000, 20-39-23-0000-0012-0000, 30-39-23-0000-0011-0000, 30-39-23-0000-0012-0000, 10-39-23-0000-0110-0000, 10-39-23-0323-0010-0010, 16-39-23-0000-0014-0000, 16-39-23-0000-0030-0000, 15-39-23-0000-0014-0000, 15-39-23-0000-0015-0000, 15-39-23-0000-0016-0000.

**Section 3.** *Findings and Conclusions.* Based upon an analysis of the Development Review Report, incorporated herein by reference, which represents the written findings of fact and conclusions to support the approval provided for herein, as well as the comments made and evidence of record received at the public hearing, the Board of County Commissioners finds that the uses and facilities proposed in Development Plan application (SITE-0160-2025) are an “Essential Service”, and further finds that said application is consistent with the Desoto County Comprehensive Plan and Land Development Regulations if approved with the below conditions.

**Section 4.** *Development Plan approved.* Peace River Manasota Water Supply Authority is granted Development Plan application (SITE-0160-2025) approval as displayed on the development plan (Exhibit D: Site Plan), subject to the following conditions:

1. The county shall initiate an amendment to the Future Land Use Map of the Comprehensive Plan to change the area designated Preservation to Public Lands and Institutions, needed to align the proposed reservoir and appurtenances for the project with the DeSoto County Comprehensive Plan.
2. The Improvement Plan shall conform to the LDR development standards established for the A-10 and P/I zoning districts.
3. An Environmental Site Study that shows the impact of development on lands within the Conservation Overlay Designation and other environmental concerns shall be provided to the county with the Improvement Plan submittal. The study shall provide evidence and an inventory of wetlands, soils posing severe limitations to construction, unique habitat, endangered species of wildlife and plants, significant historic structures and/or sites and areas prone to periodic flooding (100-year floodplain). Identification of proposed impacts to the natural functions of any resources by development shall be shown. Compensation and Mitigation Plans shall also be provided, if applicable. The applicant shall provide a copy of all permit or exemption applications made to the State and Federal agencies, with the Improvement Plan. All development is prohibited within wetlands, unless otherwise approved by State or Federal

- permits.
4. The Improvement Plan and any off-site improvements shall conform to the DeSoto County Engineering Standards Details and approved by the County Engineer
  5. The site is in FEMA Flood Zone X, A, and AE zones. The Improvement Plan, future plans, and building permit submittals shall conform to all related FEMA requirements.
  6. The Improvement Plan shall depict the location of any proposed stormwater management facilities, conform to County stormwater requirements, and obtain any necessary permitting from the Southwest Florida Water Management District (SWFWMD) and the Florida Department of Environmental Protection (FDEP), for impervious surface areas that require stormwater management. Copies of applications required by the SWFWMD and FDEP shall be provided to the County with the Improvement Plan submittal.
  7. The Improvement Plan shall identify adjacent land uses and conform to the LDR landscape buffer requirements and be approved by Planning staff.
  8. The Improvement Plan shall conform to the sign requirements in LDR Section 20-900.
  9. The Improvement Plan shall conform to the Florida Fire Prevention Code, as approved by the DeSoto County Fire Department.
  10. A Right of Way permit will be required for all work done within the County maintained Right of Way, through the Engineer Division.

**Section 5.** *Effective date.* This Resolution shall take effect immediately upon its adoption.  
**PASSED AND ADOPTED** this 22<sup>nd</sup> day of July 2025.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
OF DESOTO COUNTY, FLORIDA**

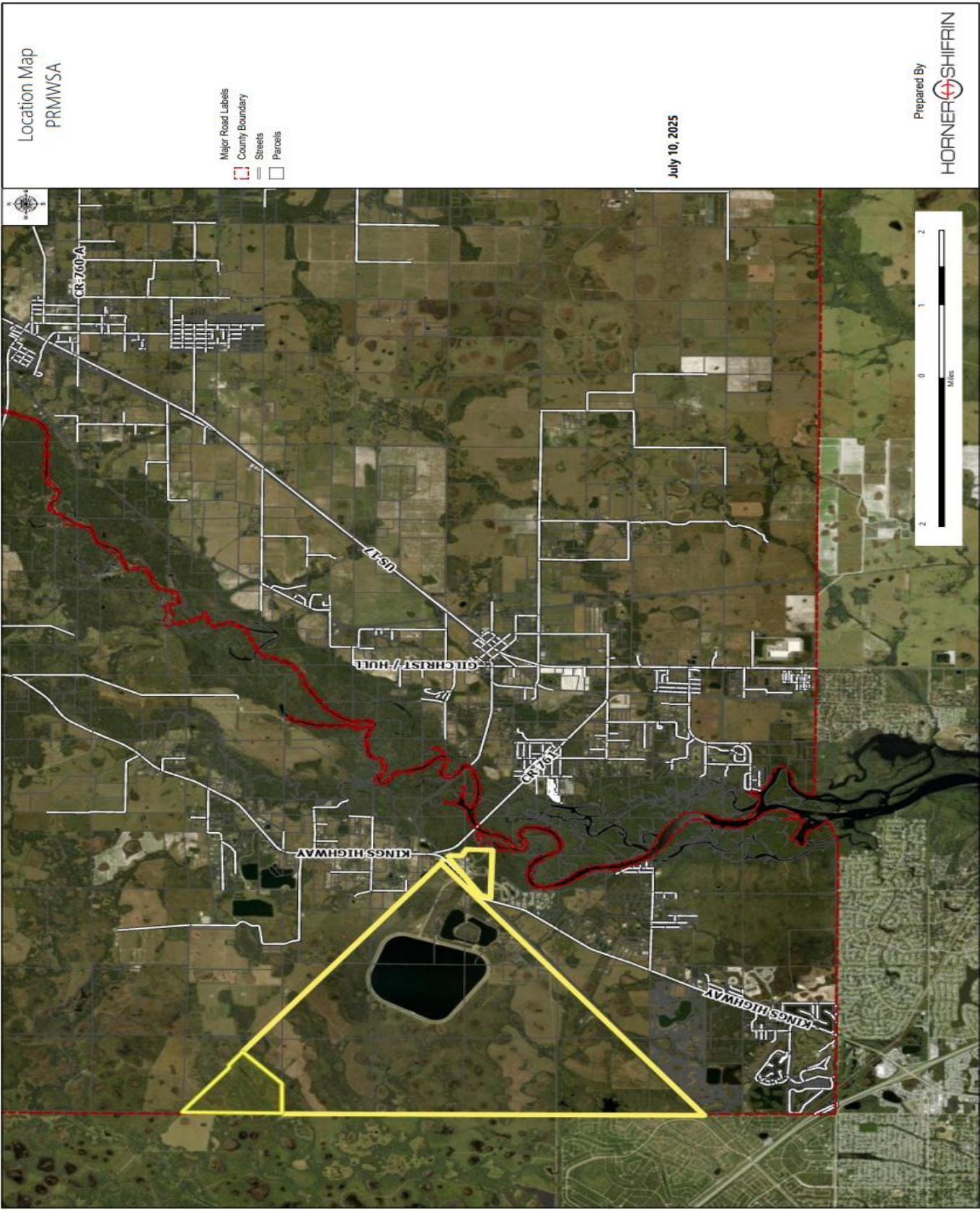
By: \_\_\_\_\_  
Mandy Hines  
County Administrator

By: \_\_\_\_\_  
J.C Deriso, Chairman  
Board of County Commissioners

**APPROVED AS TO LEGAL FORM**

By: \_\_\_\_\_  
Valerie Vicente  
County Attorney

Exhibit A





**FLUM**

**Legend:**

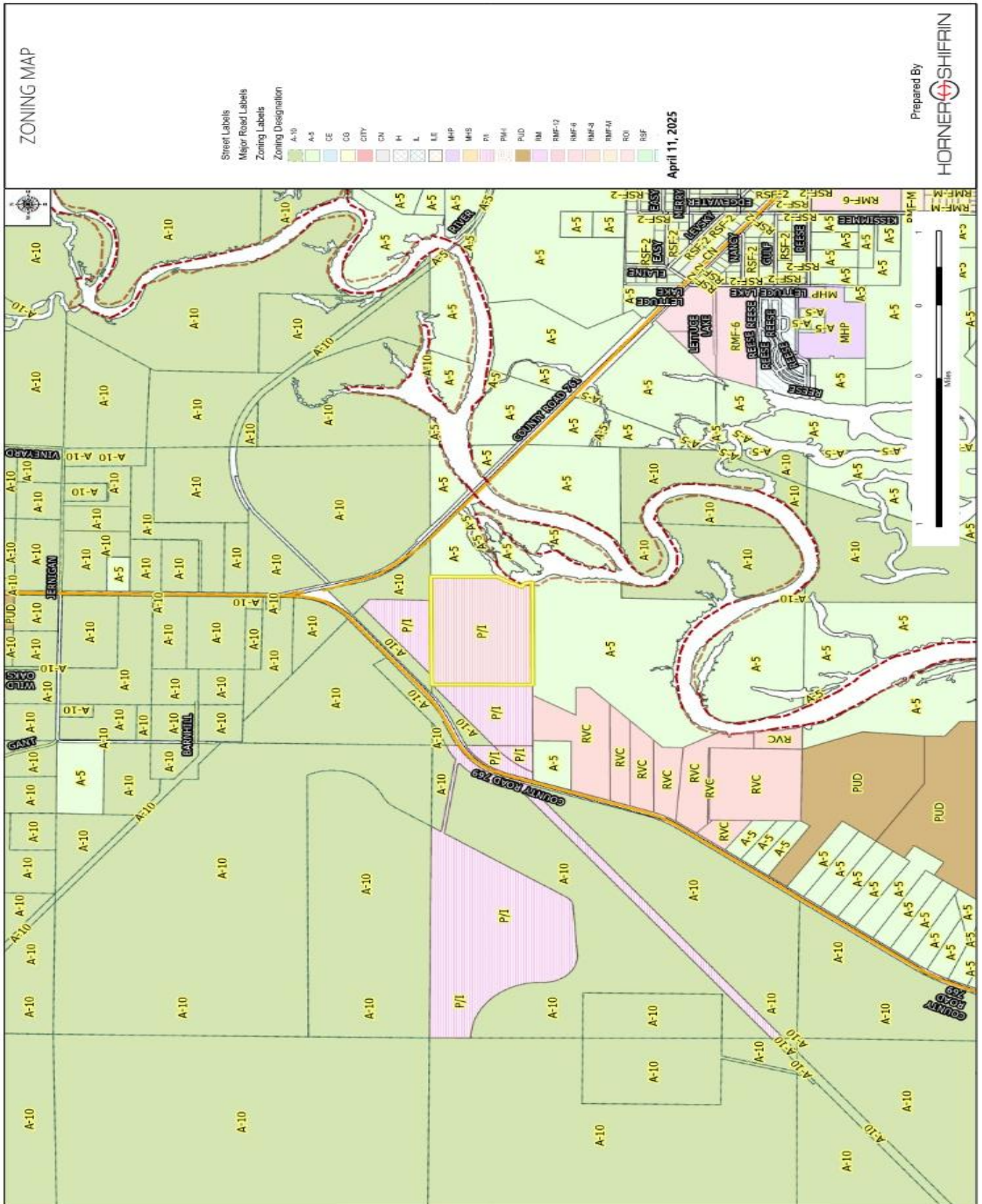
- Street Labels
- Major Road Labels
- Zoning Labels
- FLUM Labels
- County Boundary
- Major Roads
- Streets
- Pavement
- FLUM 2040
- Promotion
- Rural/Agriculture
- Low Density Residential
- Medium Density Residential
- Neighborhood Mixed Use
- Employment Center
- Commercial
- Urban Center Road Line
- Public Land/National Forest
- Electrical Generating Facility

**Map Features:**

- Water Bodies:** Various lakes and rivers are shown, including Lakeview Lake.
- Roads:** Major roads include County Road 781, County Road 694, and several local streets like East Cherry, East Elm, and East Maple.
- Zoning Districts:** Labeled areas include A-10, A-5, RUC, P/I, and others.
- Scale:** A scale bar at the bottom right shows distances from 0 to 1 mile.
- Date:** April 11, 2025
- Prepared By:** HORNER+SHIFRIN



# Exhibit C





[illegible]

Estimated by the author.

[illegible]

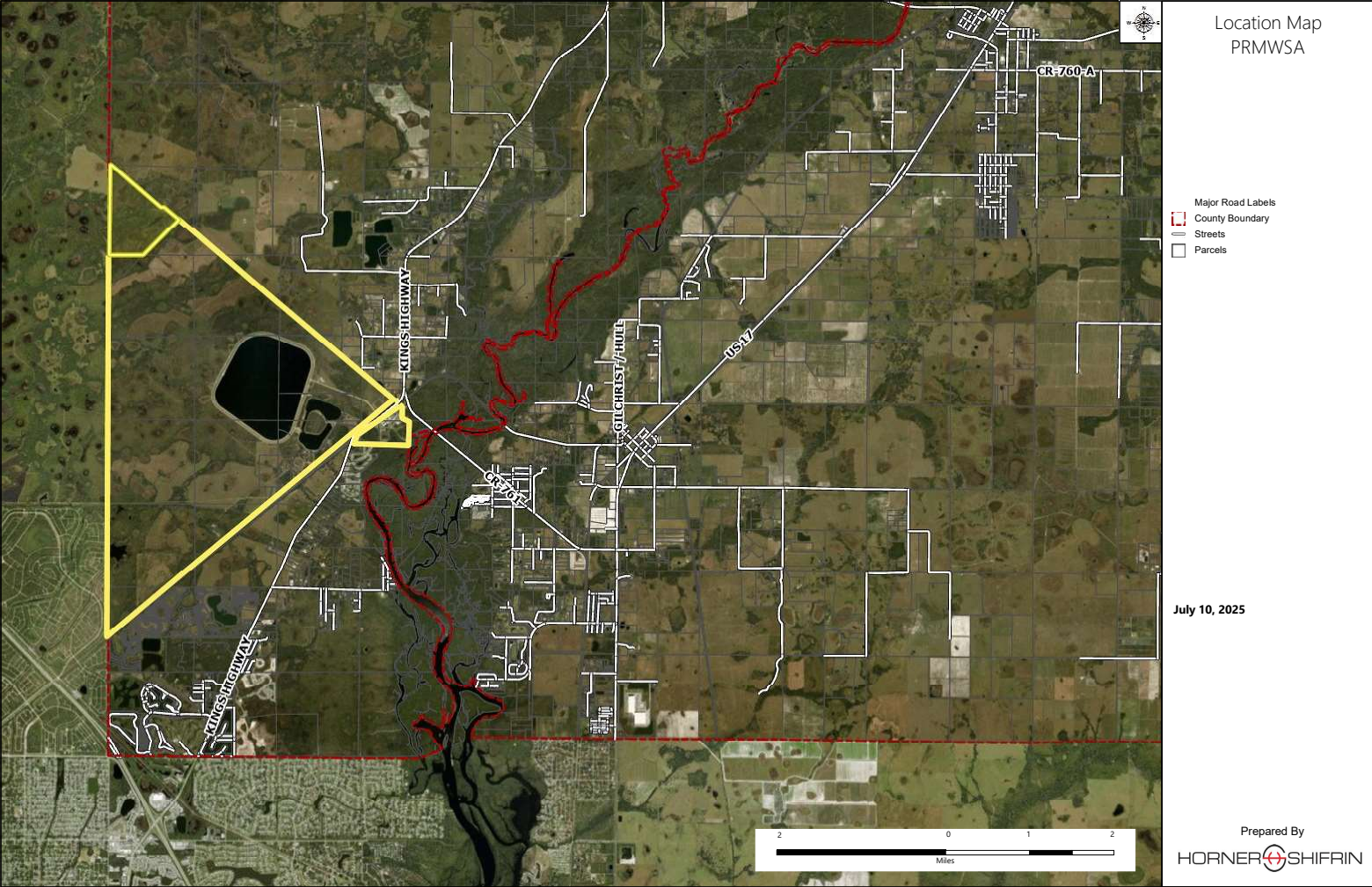
Hazen

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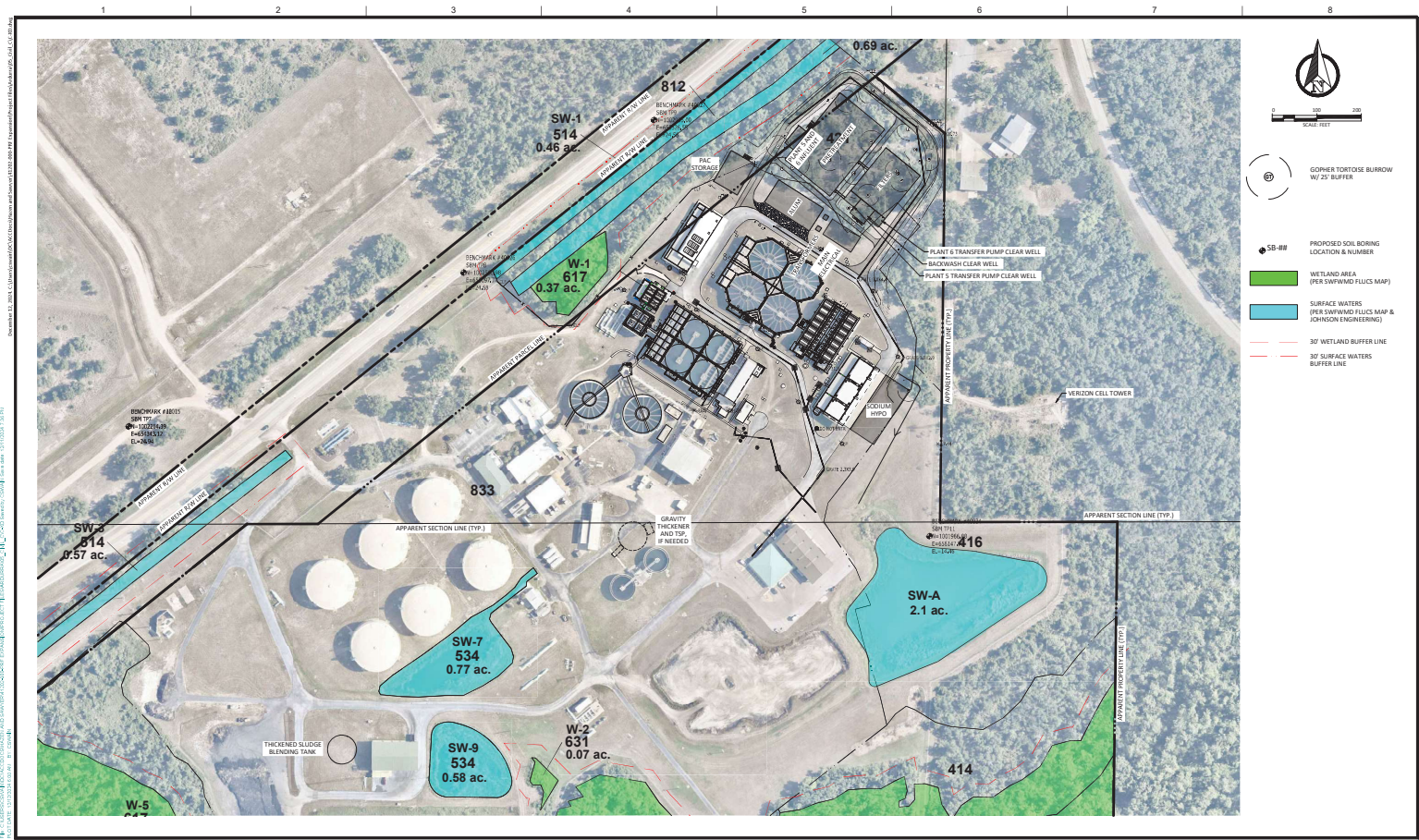












**ARDURRA**  
CONSULTING ENGINEERS, INC.  
4611 National Highway  
One Memorial Center, Suite 300  
Tampa, Florida 33634  
Phone: (813) 889-8881  
www.ardurra.com  
License: CE00010

**Hazen**

ISSUE	DATE	DESCRIPTION
1	OCT 2024	INTERMEDIATE DESIGN

PROJECT MANAGER	R. COLEMAN, P.E.
DESIGNED BY	
DRAWN BY	
CHECKED BY	
PROJECT NUMBER	41002-0008-0010-00

PRELIMINARY  
NOT FOR  
CONSTRUCTION  
OR  
RECORDING



**PEACE RIVER REGIONAL  
(PRF) PROJECT**  
DESOTO COUNTY, FLORIDA  
**PRF EXPANSION**

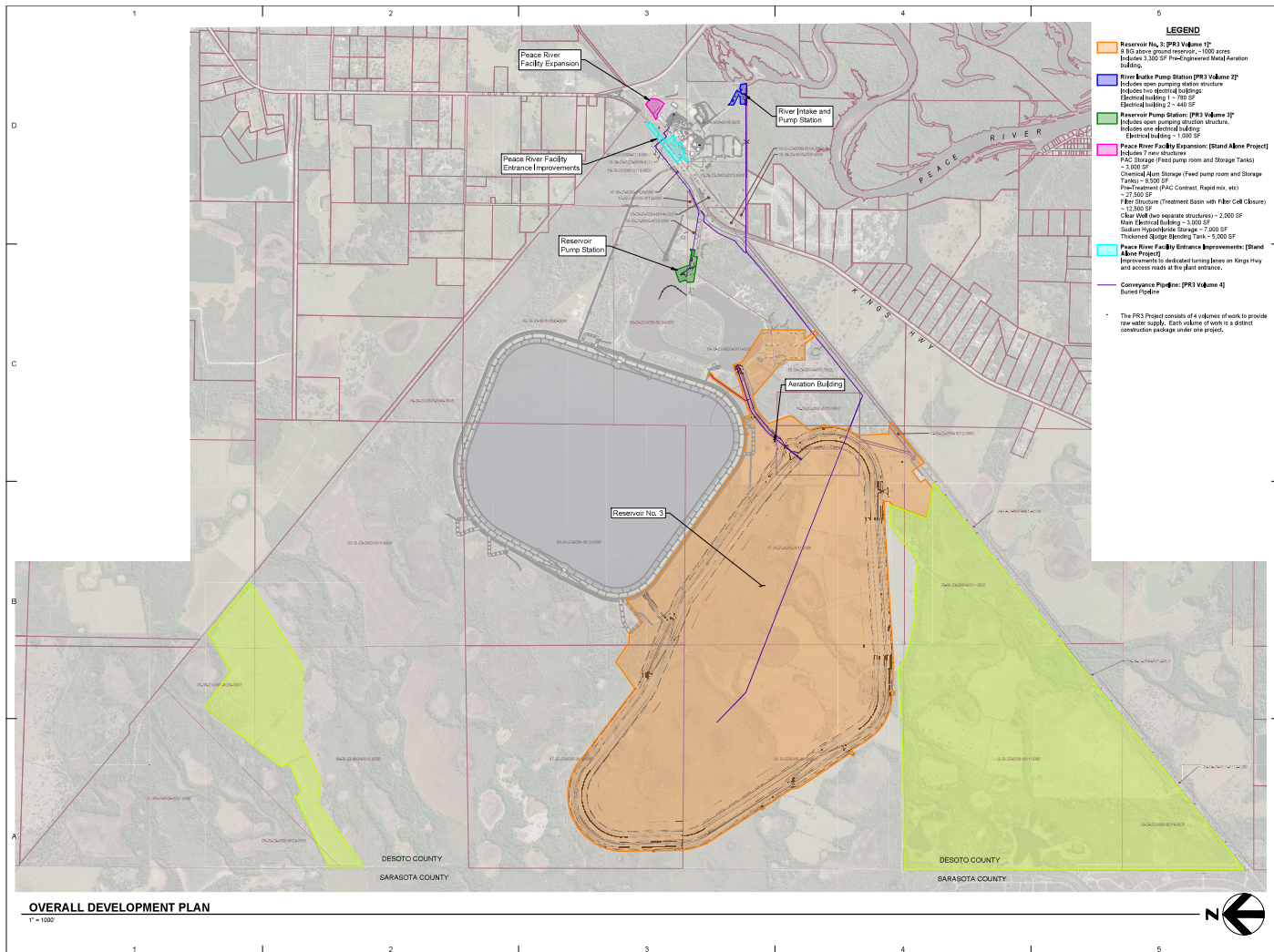
PRELIMINARY SITE PLAN



FILENAME: ARDURRA\041002-0008-0010-00.dwg  
SCALE: AS SHOWN

SHEET  
**EXH-01**





HDR Engineering, Inc.  
4800 Vlk Kennedy Blvd, Suite 400  
Tampa, FL 33609-2548  
813.282.2300

**Hazen**

PROJECT FOR

**PRMRWSA**

**DEVELOPMENT  
PLAN**

DESOTO COUNTY, FLORIDA

[illegible]

PRELIMINARY  
NOT FOR  
CONSTRUCTION  
OR  
RECORDING

**OVERALL  
DEVELOPMENT  
PLAN**

SCALE 1" = 1000'

SHEET NUMBER

**C-101**

FILE NAME C-101.dwg



# DeSoto County

7/22/2025

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Item #: 15.

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- ☐ Consent Agenda    ☒ Quasi-Judicial Public Hearing  
☐ Regular Business    6:30 pm  
☐ Public Hearing Resolution

**DEPARTMENT:**    Planning & Zoning  
**SUBMITTED BY:**    Laura McClelland  
**PRESENTED BY:**    Misty Servia

**TITLE & DESCRIPTION:**

**Resolution / Cayman Lakes Phase 2 Improvement Plan / SITE-0135-2024**

**REQUESTED MOTION:**

**A motion to adopt/deny the proposed resolution for the improvement plan for the Cayman Lakes Phase 2 PUD and enter into the record this development review report and the findings and conclusions and all other competent substantial evidence presented at the hearing.**

**SUMMARY:**

**The property is located on the west side of SW CR 769 approximately 1.25 miles north of the Charlotte County line in SW DeSoto County. The applicant requests approval of an Improvement Plan for Cayman Lakes Phase II.**

**BACKGROUND:**

**The property was rezoned from Residential Multi Family-6 (RMF-6) to Planned Unit Development (PUD) on November 23, 2021, adopted by Ordinance 2021-09 (RZNE-0016-2021) and in addition to the rezone, a concept development plan for a 650-unit residential development on 308.54 acres was approved. Island Walk Partners LLC was the initial applicant.**

**On March 16, 2022 an Improvement Plan was submitted to the County for review and on September 19, 2023, the Development Department issued a Conditional Notice to Proceed for Cayman Lakes (SITE-0076-2022) for development of 323 lots and an amenity center.**

**On November 12, 2024, Island Walk Partners, LLC and King Kraiz Farms, LLC filed an Improvement Plan application for a Phase I amenity center (SITE-0153-2024), excluding the proposed residential lots. The application will soon go the Board of County Commissioners for consideration.**

**The applicant did not pull a building permit for the amenity center prior to the**

---

**ITEM #: 15.**

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**September 19, 2024 expiration of the Notice to Proceed and requested a time extension to obtain the permit. Time extensions are not addressed nor prohibited in the Land Development Regulations. On April 14, 2025, the Development Department granted a time extension for the Conditional Notice to Proceed for SITE-0076-2022 until December 19, 2025.**

**DESOTO COUNTY  
PLANNING AND ZONING DIVISION STAFF REPORT**

**CASE #:** SITE-0135-2024

**REQUEST:** Improvement Plan Approval – Cayman Lakes Phase II

**PROPERTY OWNERS:** Island Walk Partners, LLC  
23421 Walden Center Dr., Ste. 300  
Bonita Springs, FL, 34134

King Kraiz Farms, LLC  
2970 Luckie Rd.  
Weston, FL, 33331

**APPLICANT:** D.R. Horton, Inc.  
10541 Six Mile Cypress Pkwy.  
Fort Myers, FL, 33966

**PROPERTY:** 30-39-23-0000-0015-0000; 30-39-23-0000-0010-0000;  
30-39-23-0000-0013-0000; 29-39-23-0000-0012-0000;  
29-39-23-0000-0013-0000  
11615 SW County Road 769, Arcadia, FL 34266

**TOTAL PARCEL SIZE:** +/-308.54 acres

**ZONING DISTRICT:** PUD

**FUTURE LAND USE DESIGNATION:** Low Density Residential

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**PROPOSED REQUEST:**

The property is located on the west side of SW CR 769 approximately 1.25 miles north of the Charlotte County line in SW DeSoto County. The applicant requests approval of an Improvement Plan for Cayman Lakes Phase II.

**HISTORY:**

The property was rezoned from Residential Multi Family-6 (RMF-6) to Planned Unit Development (PUD) on November 23, 2021, adopted by Ordinance 2021-09 (RZNE-0016-2021) and in addition to the rezone, a concept development plan for a 650-unit residential development on 308.54 acres was approved. Island Walk Partners LLC was the initial applicant.

On March 16, 2022 an Improvement Plan was submitted to the County for review and on September 19, 2023, the Development Department issued a Conditional Notice to Proceed for Cayman Lakes (SITE-0076-2022) for development of 323 lots and an amenity center.



On November 12, 2024, Island Walk Partners, LLC and King Kraiz Farms, LLC filed an Improvement Plan application for a Phase I amenity center (SITE-0153-2024), excluding the proposed residential lots. The application will soon go to the Board of County Commissioners for consideration.

The applicant did not pull a building permit for the amenity center prior to the September 19, 2024 expiration of the Notice to Proceed and requested a time extension to obtain the permit. Time extensions are not addressed nor prohibited in the Land Development Regulations. On April 14, 2025, the Development Department granted a time extension for the Conditional Notice to Proceed for SITE-0076-2022 until December 19, 2025.

## **Data and Analysis**

### **Future Land Use Designation and Zoning**

#### **A. Comprehensive Plan and Future Land Use Review**

1. **Objective 1.4: Low-Density Residential Use Category Defined.**

The Low-Density Residential Use category consists of low-density residential uses in progressive degrees of urban intensity with higher density in areas adjacent to the Medium Density Residential, Mixed Use Centers, General Mixed Use Centers and less density/intensity in areas adjacent to the Rural/Agricultural categories.

- **Staff finding**

*This property is located within the Low-Density Residential Land Use designation. The PUD zoning is consistent with the land use designation. The property is currently vacant.*

*According to the 2040 Interim Future Land Use map, the property has a Low-Density Residential land use designation and is surrounded by properties with the same designation, except for Commercial land use designation adjacent to the NE corner of the parcel, along SW CR 769.*

*Policy 1.4.3 of the Future Land Use Element requires “The minimum density permitted within this category will be two dwelling units per acre.” A density bonus was approved with the PUD rezone application and ordinance. Ordinance 2021-09 approved up to 650 residential units on the subject property for a density over 2 units per acre. The approved Concept Development Plan did not provide a density calculation, but the PUD staff report accompanying the Ordinance identified the proposed density for 650 units within the Conservation Overlay to be 2.59 units per acre. The Cayman Lakes Phase II Improvement Plan proposes 303 units.*

*Policy 1.4.4 of the Future Land Use Element requires “All development within the Low-Density Residential Category shall provide open space through clustering of units in order to reduce the footprint on a site. Development shall provide a minimum of 25 percent open space.” The Improvement Plan provides*

*112.21 acres of open space (36.4%) demonstrating compliance with this policy by exceeding the 25% open space requirement (77.14 acres) for the overall site.*

*Policy 1.4.5 of the Future Land Use Element requires “All open space areas shall be primarily located adjacent to other areas approved as development open space in order to create natural corridors.” The Improvement Plan is consistent with the approved PUD Concept Development Plan in which the location of existing lakes, wetlands, wetland buffers, landscape buffers and other requirements impact overall project design. The largest consistent corridor is in the eastern portion of the property surrounding the stormwater facilities.*

*Policy 1.4.6 of the Future Land Use Element requires “All development within the Low Density Residential category shall connect to existing centralized public water and wastewater systems.” The PUD and Improvement Plan show the project proposes to connect to DeSoto County Utilities.*

*The project is within proximity to infrastructure and services. The nearest DeSoto Fire Rescue station, Station 2, is located approximately 4.1 miles to the north. Several parks are located within 1-4 miles of Cayman Lakes (Deep Creek Park, Deep Creek Preserve, etc.). Nocatee Elementary, DeSoto Middle School, and DeSoto County High School are all located to the north within 15-20 miles from the development. Charlotte County schools are located to the south within 4-12 miles from the development.*

*The project is also within the Conservation Overlay District (COD). Policy 1.12.4 states that any development of a site which includes property determined to be in a Conservation Overlay Designation area, is required to submit a site-specific plan for approval. The plan shall include the clustering of density away from the protected areas and resources. Developments that include Conservation Overlay Designations, but cluster all development activities outside of the Overlay, may be reviewed via a Site Plan Approval process.*

*The following restrictions shall apply to areas determined to be in the COD:*

*(1) Density transfers out of areas determined to be within the Conservation Area may occur on-site with the following density transfer allowed:*

*(b) Low Density Residential Land Uses shall be 1 unit per 4 acres.*

*(2) Development within the Conservation Overlay area shall be restricted to 1 unit per 10 acres and a FAR of 0.1, unless provided for herein. All development shall be directed away from wetlands.*

*A density bonus was approved with the PUD rezone application and ordinance. Ordinance 2021-09 approved up to 650 residential units on the subject property for a density over 2 units per acre. The approved Concept Development Plan did not provide a density calculation, but the PUD staff*

report accompanying the Ordinance identified the proposed density for 650 units within the Conservation Overlay to be 2.59 units per acre. The Cayman Lakes Phase II Improvement Plan proposes 303 units.

Pursuant to FLUE Policy 1.12.3 of the Conservation Overlay Designation Development Standards, development proposals shall require the submittal of an Environmental Site Study indicating as to the extent of the impact of development or redevelopment for any lands within Conservation Overlay Designation areas and other environmental concerns. The applicant provided a Protected Species Assessment with the PUD Concept Development Plan. The Improvement Plan application included an Environmental Resource Permit approval letter from SWFWMD.

Pursuant to FLUE Policy 1.12.6 of the Conservation Overlay District (2) states that the minimum setback shall be 15 feet and the average of all setbacks from the wetland resource shall be 25 feet, unless otherwise permitted by the appropriate reviewing agency. The County shall prohibit all development within, and direct development away from, wetlands, unless otherwise approved by the appropriate reviewing agency. This 25-foot average, 15-foot minimum setback is shown on the Improvement Plan.

2. **Zoning District related issues.** Land Development Regulation zoning district related issues include the zoning district and its consistency with the FLUM, the uses allowed within the zoning district, the minimum lot size, lot width, and the minimum building setbacks or open yards.

- **Staff finding**

The property is zoned Planned Unit Development (PUD). The site received PUD and Concept Development Plan approval on November 23, 2021 (Ordinance 2021-09). The site is located on the west side of SW CR 769, approximately 1.25 miles north of the Charlotte County line in SW DeSoto County.

Adjacent Parcel	Zoning	FLU	Use	Buffer
North	RMF-6 w/ PUD overlay, IL	Low Density Residential, Commercial	Vacant	Type B provided
East (across SW CR 769)	RMF-M, CN	Low Density Residential, Commercial	Single Family Residential, vacant	Type B provided
South	A-10, RSF-3	Low Density Residential	Vacant, single family residential	Type B provided; 50' natural buffer adjacent to wetlands

Adjacent Parcel	Zoning	FLU	Use	Buffer
West	RMF-6 w/ PUD overlay	Low Density Residential	Vacant	None provided – wetlands preserved

*The proposed 303 units in Phase II of Cayman Lakes are consistent with the PUD approval (Ordinance 2021-09). Therefore, the proposed residential development can be found in conformance with the Planned Unit Development (PUD) zoning district and Ordinance 2021-09.*

3. **Transportation related issues.** Transportation related issues include roadway access, right-of-way width, and off-street parking and loading requirements.

- **Staff finding**

*This development is located on SW CR 769. The site proposes two access points on SW CR 769. An optional gate is located each access point. DeSoto County Engineering has no objections to the proposed access. Access was previously approved with Cayman Lakes Phase I Improvement Plan (SITE-0076-2022). A Conditional Notice to Proceed was issued on September 19, 2023.*

*A deviation from Section 20-503 to allow for a minimum 40' road right-of-way was approved with the PUD rezone (RZNE-0016-2021; Ord. 2021-09). FDOT provided a condition for the applicant to contact their Traffic Ops Department to make sure the additional traffic will not have major effects on the signal at the I-75 interchange.*

*A parking calculation has been provided. The improvement plan shows the parking calculations for the amenity center as well as the residential development.*

4. **Infrastructure issues.** Infrastructure issues include potable water, sanitary sewer, solid waste, stormwater management, and electricity.

- **Staff finding**

*Water and sewer service are both available to the site. The Project Narrative states that the project intends to connect to DCU water and wastewater service. DCU has no objections to the Improvement Plan but has 12 conditions to be included with the Notice to Proceed for Phase II.*

*DeSoto County Fire has no objections to the Improvement Plan.*

*Solid Waste service to the proposed Cayman Lakes development will be provided by Womack Sanitation, Inc.*

*Stormwater is shown on the Improvement Plan. The site will be required to conform to County and SWFWMD stormwater permitting requirements. An*

*Environmental Resource Permit approval from SWFWMD was included with the Improvement Plan application package.*

*Electric service to the proposed development will be provided by Florida Power & Light.*

5. **Miscellaneous issues.** These include impervious surface area, maximum density, required recreation, and dead storage.

- **Staff finding**

*The Low Density Residential Future Land Use designation requires all development within that category to provide a minimum of 25% open space on site. The development plan indicates a proposed open space calculation of 112.21 acres (36.4%) proposed.*

*The site is in FEMA Flood Zone X and AE (Panel 12027C0266C) effective 11/06/2013.*

*Cayman Lakes Phase II is the northern portion of the proposed overall Cayman Lakes development. For a residential subdivision use adjacent to single family residential or commercial uses, a Type B buffer is required. The landscape plan shows a variable 10' Type B Buffer along the northern property line. A Type B buffer is also provided along the eastern property line along SW CR 769, with a 25' wide buffer including existing native vegetation. No buffer is proposed where Phase II is adjacent to existing wetlands and native vegetation in the western portion of the site.*

*Ordinance 2021-09 approved the property for a maximum of 650 residential units. Phase II proposes 303 residential units (213 single family lots and 90 twin villa lots) of the overall proposed 650 residential units.*

## **STAFF REVIEW**

Staff review has determined that this application, SITE-0135-2024, can be found to be consistent with the Comprehensive Plan and Land Development Regulations with approval of the recommended conditions:

## **RECOMMENDED CONDITIONS FOR APPROVAL:**

1. The completion of Phase I, including all conditions associated with the Conditional Notice to Proceed for Phase I dated September 19, 2023 (attached as Exhibit E) shall be finalized before beginning Phase II.
2. The applicant shall contact FDOT's Traffic Ops Department to ensure the additional traffic will not have major effects on the signal at the I-75 interchange, if not already done with Phase I.
3. This project has previously reserved 277 ERUs in Phase I of DeSoto County's ERU ordinance and 350 ERUs in Phase 2 of the ERU ordinance. Phase I ERUs are available at this time. The timing Phase II ERU availability and connection by the applicant is contingent upon completion of the DeSoto County Regional Wastewater Treatment Expansion construction project, which is currently under design.
4. Unless resolved as part of Phase I - the applicant shall supply floor plans and other

needed information to calculate the required Water and Sewer ERUs for the proposed clubhouse and other amenities. Capacity shall be purchased prior to building permit issuance for these buildings.

5. The contractor shall schedule a construction kick off meeting with the Desoto County Utilities Department (DCU) 2 weeks prior to construction. The Contractor shall also provide DCU with a construction schedule prior to the kick-off meeting. At the kick-off meeting, DCU will discuss the required inspections.
6. Submittals/shop drawings for all products used in the water and sewer construction shall be approved by the owner's engineer and then submitted to DCU for review and approval prior to ordering.
7. The applicant's engineer shall be responsible for inspections and certifications throughout the project. Upon completion of all public and private improvements shown on the approved Improvement Plan and authorized with the Notice to Proceed, the applicant shall submit a surveyed as-built drawing, signed and sealed by a Florida Registered Land Surveyor or Florida Registered Professional Engineer. Additionally, a Florida Registered Professional Engineer shall provide a signed and sealed certification on the engineer's letterhead to the Development Department stating that: "All site improvements have been completed in substantial conformance with the approved Improvement Plans, specifications, and applicable local, state, and federal requirements. Furthermore, all required state and federal permits related to the construction of these improvements have been obtained, and the work has been conducted in compliance with the terms and conditions of those permits." All required testing has been performed and complies with the Improvement Plan standards." The owner's engineer shall be responsible for certifications to FDEP, post construction. No certificate of completion, final signature by DCU on the FDEP construction completion certifications, final plat approval, release of surety, certificate of occupancy, or release of any performance guarantees shall be granted until such certification is accepted by DeSoto County.
8. Once construction is completed, the Engineer of Record shall provide a dedicated overall water system map (1 sheet 24 x 36 or similar size) for the onsite system showing the connection to the existing County water main. The water system map shall include road names, valve locations, hydrant locations, blow-off locations, water main sizes and any other significant components. This map is required prior to the county's sign off on the FDEP water permit completion certification.
9. Once construction is completed, the engineer of record shall provide a dedicated overall sewer system map (1 sheet 24 x 36 or similar size) for the onsite system and showing the connection to the existing County sewer system. This map shall include both phases 1 and 2. The sewer system map shall include road names, valve locations, manhole locations, force main size, force main and gravity main locations, lift station locations and any other significant components. This map is required prior to the county's sign off on the FDEP sewer permit completion certification.
10. All lift station start-up information, operations and maintenance manual materials, and all system testing required by the DeSoto County Utilities Standards shall be completed with final reports supplied to DCU prior to DCU signing off on FDEP construction completion certifications.
11. The developer shall provide a final sketch and legal description (signed and sealed by a Florida Licensed Land Surveyor) for the Public Utility Easement and Access Easements. The conveyance documents shall be approved by the County Attorney's Office. The Easement shall include a 40.0 right of way (minimum) and the 10 P.U.E. on

both sides, per the approved plans. The final easement instrument shall be approved and accepted by the Board of County Commissioners prior to DCU signing off on the FDEP construction completion certifications. The applicant shall record the county approved easement with the Clerk of Court.

12. Once construction and any required repairs or system maintenance performed by DCU are completed, all surface restoration will be the responsibility of the property owner.

## **ALTERNATIVE MOTIONS**

- A. Approval:** Based upon the staff report, evidence presented, and comments made at the Public Hearing, the Board hereby finds the application to be CONSISTENT with the DeSoto County Comprehensive Plan and in compliance with the applicable review standards of the Land Development Regulations, and I move to ADOPT the Resolution approving application number SITE-0135-2024 for Cayman Lakes Phase II Improvement Plan with the staff recommended conditions.
- B. Denial:** Based upon the staff report, evidence presented, comments made at the Public Hearing, the Board hereby finds the request to be INCONSISTENT with the DeSoto County Comprehensive Plan and not in compliance with the applicable review standards of the Land Development Regulations, I move to DENY application number SITE-0135-2024 for Cayman Lakes Phase II Improvement Plan.
- C. Table:** Based upon the staff report evidence presented, comments made at the Public hearing, the Board hereby finds that additional information is needed to make a recommendation, I move to TABLE Resolution related to application number SITE-0135-2024 and require the applicant to readvertise the project with the new hearing dates.

## **ATTACHMENTS**

Exhibit A: Location Map  
Exhibit B: Official Zoning District Atlas  
Exhibit C: Future Land Use Map  
Exhibit D: Improvement Plan  
Exhibit E Conditional Notice to Proceed, Phase I

## **PUBLIC HEARING SCHEDULE**

**Board of County Commissioners**

July 22, 2025



# CONDITIONAL NOTICE TO PROCEED TIME EXTENSION

On September 9, 2023, the Development Department issued an Conditional approval of the Cayman Lake (Site-0076-2022) Improvement Plan. Cayman Lakes is hereby issued this Conditional “Notice to Proceed” for the development of 323 Residential lots with an Amenity Center on a 308.54 +/- acre site zoned Planned Unit Development (PUD) district and located at west side of Kings Highway, the Property Identification Numbers being 29-39-23-0000-0012-0000, 30-39-23-0000-0010-0000 and 30-39-23-0000-0015-0000. This Conditional Notice is issued based on the assurance of the owner and/or agent that all operations are consistent with any permits and requirements of outside agencies (i.e. SWFWMD, FDOT) over which DeSoto County does not have authority, as well as, the submitted and approved development and improvement plans.

**This approval does not guarantee wastewater or water service for this development or project. In order to guarantee service, required charges and fees identified in the County's utility ordinance (Chapter 12, DeSoto County Code of Ordinances) must be paid.**

<b>Project:</b>	<b>323 Residential lots and an Amenity Center</b>
<b>Date of Issue:</b>	<b>September 19, 2023(extension 4/14/25)</b>
<b>Expiration Date:</b>	<b>December 19, 2025</b>
<b>Plans By:</b>	<b>Banks Engineering</b>
<b>Signed By:</b>	<b>Ryan W. Powers, P.E., License No. 82437</b>
<b>Dated:</b>	<b>July 13, 2023</b>
<b>Approval:</b>	<b>Improvement Plan Site-0076-2022</b>

This Conditional Notice is issued based on compliance with local land development regulations and agreements. All requirements shall be met prior to the issuance of buildings permits and/or final inspection. All site development components must be inspected (to include but not be limited to pre-construction silt management, slope stabilization and the retention area as per the development plan).

## CONDITION(S):

### Planning:

1. All off site plan review and work with in the County's right-of-way will be reviewed and approved through the right-of-way permit process. The right-of-way permit application will need three sets of engineered plans that address all DeSoto County Engineering, Utility and Fire comments. The Comments from PRMRWSA will need to be addresses and approved before a right-of-way permit is issued.
2. Phase 2 will require separate Improvement Plan application.
3. The proposed Club House / Amenities Area will need to provide the floor plan with the building permit. The parking will be calculated for parking at the time of the building permit.

### FIRE:

1. At the time of the Cayman Lakes phase one site completion, Fire will require and observe that phase one fire flow will meet the 1000 gpm flow with a minimum 20 psi residual pressure. This requirement



will need to be met prior to any permits being obtained for building any structures within the Cayman Lakes property.

2. See the attached (Exhibit B, page 11 hydrant map) marked up plan showing location of the fire hydrants. I have added two additional hydrants and relocated several to provide better spacing. All hydrants are marked as a red dot. Coordinate with Fire Marshall at the time of underground building permit.

#### **ENGINEERING:**

1. Please refer to attached (exhibit A) marked up plan sheets from the Peace River Manasota Regional Water Supply Authority.
2. General – All work within the County right-of-way will require a right-of-way permit through the Engineering Division. This permit is separate from the Improvement Plan application and review.
3. Signed and Sealed Maintenance of Traffic Plans are required to be submitted for DeSoto County Review prior to issuance of ROW permit.
4. The contractor shall schedule a construction kick off meeting with the DeSoto County Engineering Division 2 weeks prior to construction. The Contractor shall also provide the Engineering Division with a construction schedule prior to the kick-off meeting. At the kick-off meeting, the Engineering Division will discuss the required inspections.
5. Submittals/shop drawings for all products used in the County Right-of-Way shall be approved by the owner's engineer and then submitted to the DeSoto County Engineering Division for review and approval prior to ordering.
6. Surveyed record drawings signed and sealed by Florida Licensed Professional Land Survey or Engineer for all improvements within the County right-of-way shall be provided for the Engineering Division review. This is required to be completed prior to County issuance of Certificates of Occupancy.
7. The developer shall provide a final sketch and legal description signed and sealed by a Florida Licensed Land Surveyor for the Drainage Easement and complete the conveyance documents as required by DeSoto County's Legal Department. Final easement instrument must be approved/accepted by the Board of County Commissioners prior to DCU signing off on FDEP construction completion certifications. The applicant is required to record the easement with the Clerk of Court after approved by the County.
8. The Improvement Plan Approval herein is for Phase 1 only. Phase 2 Area will require separate Improvement Plan application(s).

#### **UTILITIES:**

1. The requested separation dimensions have not been provided. DeSoto County is planning for future highway expansion and needs the water main extension to be located as close to the ROW as possible. Also, has the engineer coordinated with other utility owners in the vicinity of the proposed water main. Century and Comcast both had buried utilities in vicinity of the water main extension for the Preserve project. All utilities in the vicinity of the proposed watermain extension should be shown on the plan set. We understand the proposed location may be the easiest now, but DCU does not want to relocate this pipe when the roadway is expanded.
2. DeSoto County Utilities (DCU) does not have sewer capacity available for the proposed at this time. Additional capacity can only be reserved through a completed reservation agreement with paid capacity reservation fees. The review and approval of any Development/Improvement Plans does not constitute commitment of utility service by DCU. DeSoto County is working towards

improvements to the wastewater collection and treatment systems and expects to have additional capacity available in the future. The timing of additional capacity is not known at this time. If the applicant elects to proceed with the water main and force main extensions prior to capacity reservation, the applicant is doing this at their own risk.

3. The applicant shall supply floor plans and other needed information to calculate the required Water and Sewer ERUs for the proposed club house and other amenities. Capacity will have to be purchased prior to building permit approval for these buildings.
4. The contractor shall schedule a construction kick off meeting with DCU 2 weeks prior to construction. The Contractor shall also provide DCU with a construction schedule prior to the kick off meeting. At the kick off meeting, DCU will discuss the required inspections.
5. Submittals/shop drawings for all products used in the water and sewer construction shall be approved by the owner's engineer and then submitted to DCU for review and approval prior to ordering.
6. The owner shall have inspection performed by a private professional engineer. The owner's engineer shall be responsible for certifications to FDEP post construction
7. Once construction is complete, provide a dedicated overall water system map (1 sheet 24 x 36 or similar size) for the onsite system and connection to the existing County water main. The water system map shall include road names, valve locations, hydrant locations, blow-off locations, water main sizes and any other significant components. This map is required prior to sign off on FDEP water permit completion certification.
8. Once construction is complete, provided a dedicated overall sewer system map (1 sheet 24 x 36 or similar size) for the onsite system and connection to the existing County sewer system. The sewer system map shall include road names, valve locations, manhole locations, force main size, force main and gravity main locations, lift station locations and any other significant components. This map is required prior to sign off on FDEP sewer permit completion certification.
9. Surveyed record drawings signed and sealed by Florida Licensed Professional Land Survey or Engineer shall be provided for DCU review. This is required to be completed prior to DCU signing off on FDEP construction completion certifications.
10. All lift station start of information and operations and maintenance manual materials, and all system testing required by the DeSoto County Utilities Standards Utilities Standards shall be completed with final reports supplied to DCU. This is required to be completed prior to DCU signing off on FDEP construction completion certifications.
11. The developer shall provide a final sketch and legal description signed and sealed by a Florida Licensed Land Surveyor for the Public Utility Easement and Access Easements and complete the conveyance documents as required by DeSoto County's Legal Department. The Easement must include what the plans depict as a 40.0 right of way (minimum) and the 10 P.U.E. on both sides. Final easement instrument must be approved/accepted by the Board of County Commissioners prior to DCU signing off on FDEP construction completion certifications. The applicant is required to record the easement with the Clerk of Court after approved by the County.

12. Once construction is complete, if DCU is required to perform any repairs or maintenance on the system, all surface restoration will be the responsibility of the property owner.

**Time Extension Authorization:**

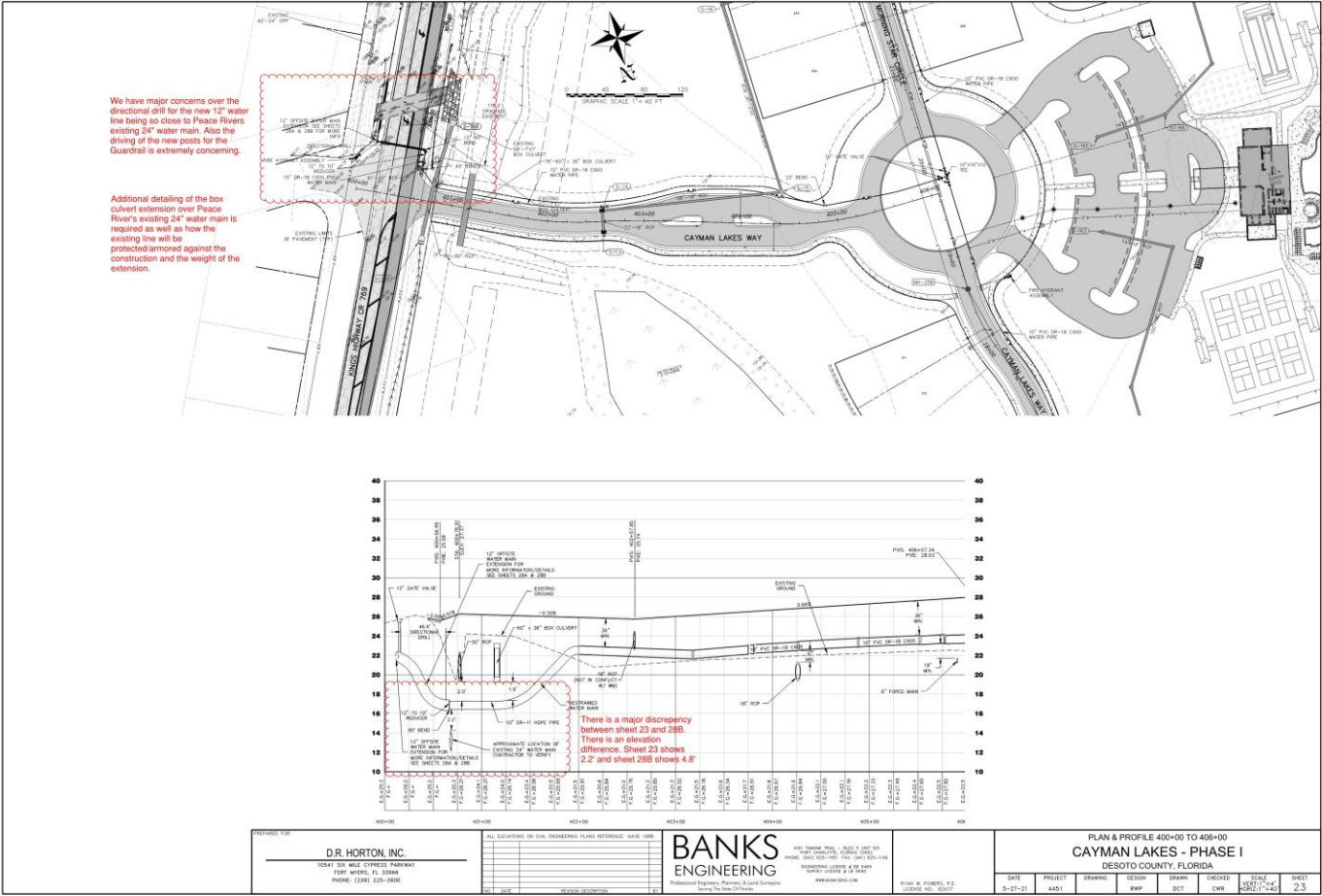
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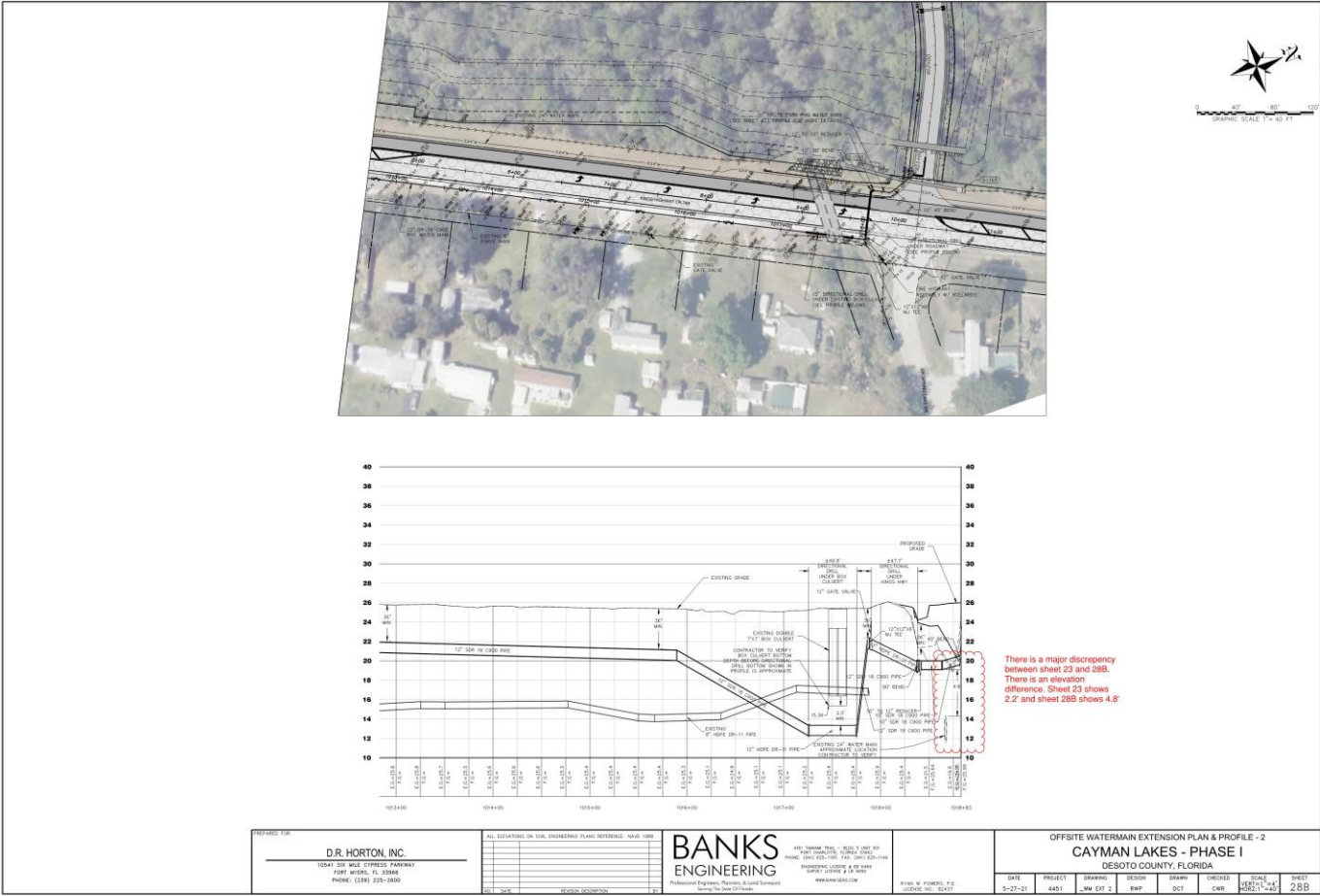
**Misty Servia**  
**Planning Director**

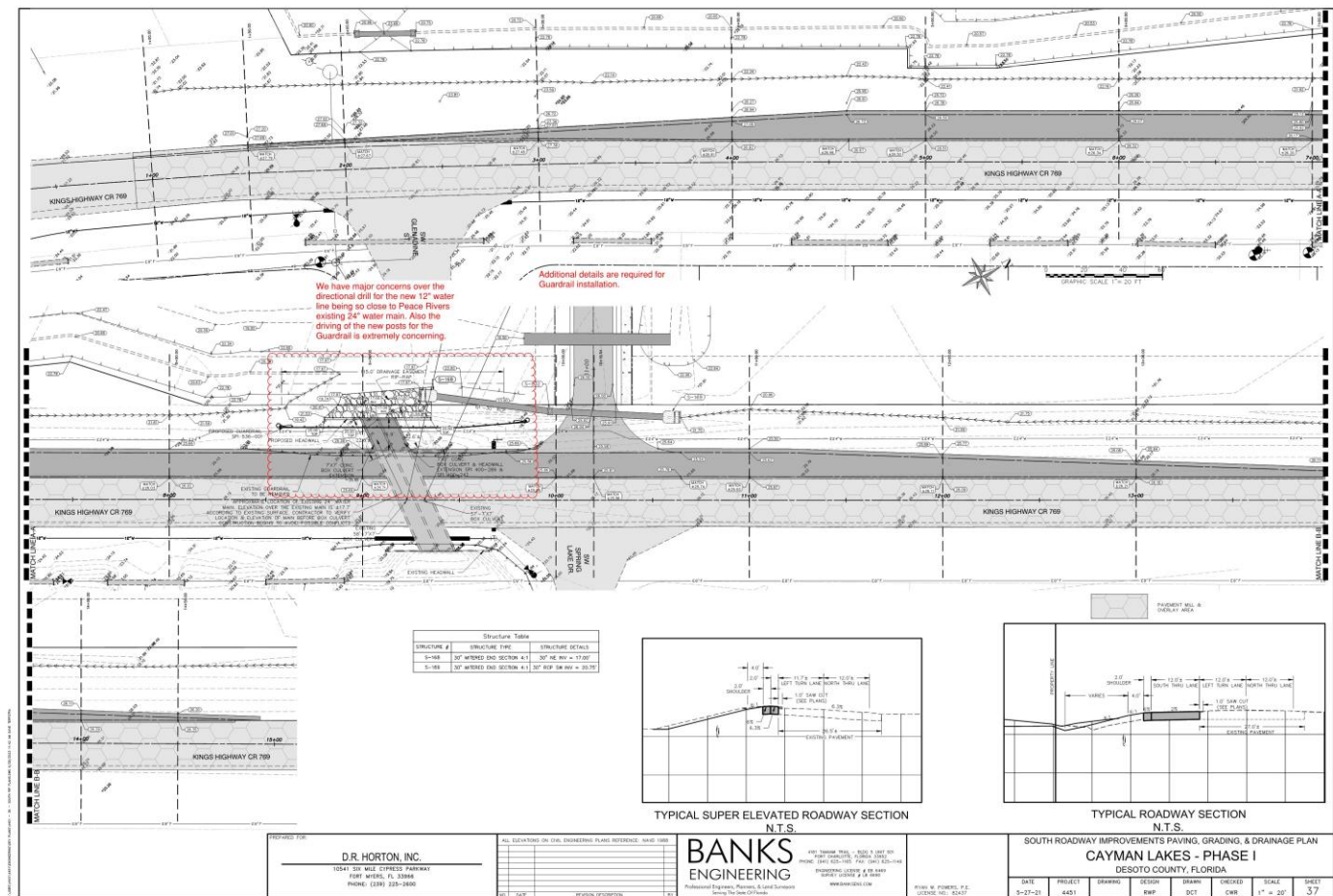


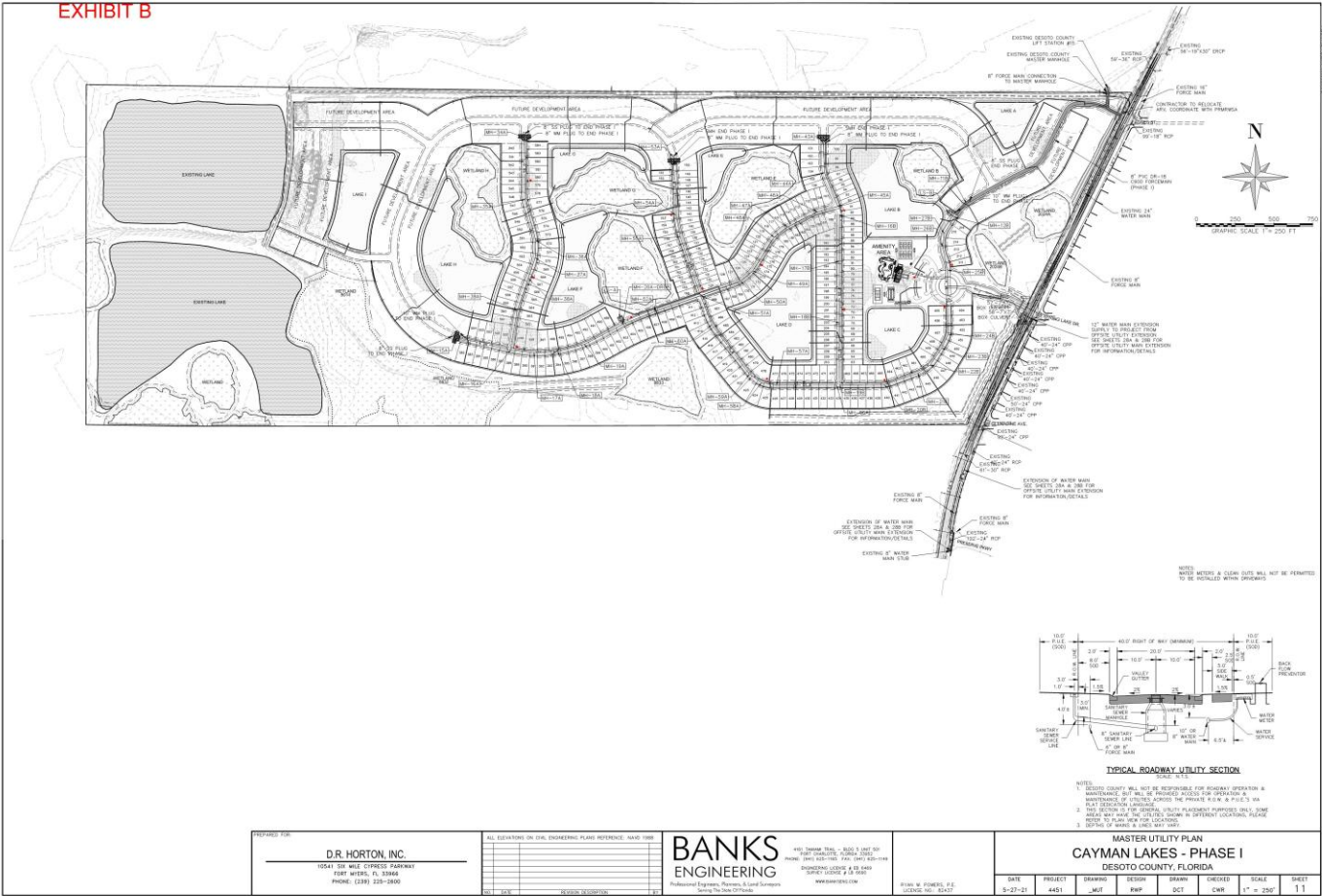














**DESOTO COUNTY, FLORIDA**

**RESOLUTION NO. 2025 - \_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, APPROVING AN IMPROVEMENT PLAN (SITE-0135-2024) WITH CONDITIONS FOR CAYMAN LAKES, PHASE II (308.54 ACRES) WHICH PROJECT IS ZONED PUD (PLANNED UNIT DEVELOPMENT) AND LOCATED AT 11615 SW COUNTY ROAD 769, ARCADIA, FL, AND IDENTIFIED WITH PROPERTY IDENTIFICATION NUMBERS 30-39-23-0000-0015-0000; 30-39-23-0000-0010-0000, 30-39-23-0000-0013-0000, 29-39-23-0000-0013-0000 AND 29-39-23-0000-0012-0000; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on February 21, 2024, an Improvement Plan application and fee was submitted by the applicant, D.R. Horton, Inc to the Development Department for an Improvement Plan with improvements associated with a proposed residential subdivision, referred to as Cayman Lakes, Phase II (308.54 acres), (Exhibit A: Location Map); and

**WHEREAS**, Land Development Regulations (LDR) Section 20-144(i)(3) requires all Improvement Plans for PUD projects to be reviewed by the Development Department and then submitted to the Board of County Commissioners (Board) for its review and approval or disapproval at a quasi-judicial public hearing; and

**WHEREAS**, the subject property was rezoned to PUD on November 23, 2021 and adopted by Ordinance 2021-09 (RZNE-0016-2021) with a concept development plan for a 650 unit residential development; and

**WHEREAS**, on September 19, 2023 the Development Department issued a Conditional Notice to Proceed for Cayman Lakes (SITE-0076-2022) for development of 323 lots and an amenity center; and

**WHEREAS**, on April 14, 2025 the Development Department granted a time extension for the Conditional Notice to Proceed (SITE-0076-2022), until December 19, 2025; and

**WHEREAS**, the Development Department has reviewed the Improvement Plan application for Cayman Lakes, Phase II, and concludes the application can be found to be in conformance with the Comprehensive Plan, LDR, and Ordinance 2021-09, provided conditions are imposed; and

**WHEREAS**, on July 22, 2025, the DeSoto Board of County Commissioners held a duly noticed public hearing on the Development Plan application for an Improvement Plan approval for the Cayman Lakes, Phase II (SITE-0135-2024) and determined that the application complies with the DeSoto County Comprehensive Plan (Exhibit B: Comprehensive Plan), the Land Development Regulations (Exhibit C: Zoning), and all other applicable regulations provided conditions to ensure conformance are imposed; and

**WHEREAS**, the Board finds adoption of this resolution will not adversely affect the public

interest and is in the best interest of the residents of DeSoto County, Florida.

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

**Section 1.** *Whereas clauses incorporated.* The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are hereby incorporated by reference as part of this Resolution.

**Section 2.** *Property description.* The 308.54-acre parcel is located at 11615 SW County Road 769, Arcadia, and the Property Identification Numbers are 30-39-23-0000-0015-0000; 30-39-23-0000-0010-0000; 30-39-23-0000-0013-0000; 29-39-23-0000-0013-0000 and 29-39-23-0000-0012-0000.

**Section 3.** *Findings and Conclusions.* Based upon the staff report, evidence presented, and comments made at the Public Hearing, including an analysis of the site plan application and standards for approval of a site plan under the County’s Land Development Regulations, the Board hereby finds and concludes that the Applicant’s request for the Cayman Lakes, Phase II Improvement Plan approval, as more particularly set forth in Exhibit D is in compliance with the Comprehensive Plan, the Land Development Regulations of the County, and Ordinance 2021-09.

**Section 4.** *Improvement Plan approved.* The Phase II Improvement Plan application (SITE-0135-2024) filed by Island Walk Partners, LLC as reflected in the plan entitled “Cayman Lakes – Phase II,” prepared by Banks Engineering, dated 12-1-23, consisting of 25 sheets (Exhibit D: Site Plan) is hereby approved, subject to the following conditions:

1. The completion of Phase I, including all conditions associated with the Conditional Notice to Proceed for Phase I dated September 19, 2023 (attached as Exhibit E) shall be finalized before beginning Phase II.
2. The applicant shall contact FDOT’s Traffic Ops Department to ensure the additional traffic will not have major effects on the signal at the I-75 interchange, if not already done with Phase I.
3. This project has previously reserved 277 ERUs in Phase I of DeSoto County’s ERU ordinance and 350 ERUs in Phase 2 of the ERU ordinance. Phase I ERUs are available at this time. The timing Phase II ERU availability and connection by the applicant is contingent upon completion of the DeSoto County Regional Wastewater Treatment Expansion construction project, which is currently under design.
4. Unless resolved as part of Phase I - the applicant shall supply floor plans and other needed information to calculate the required Water and Sewer ERUs for the proposed clubhouse and other amenities. Capacity shall be purchased prior to building permit issuance for these buildings.
5. The contractor shall schedule a construction kick off meeting with the Desoto County Utilities Department (DCU) 2 weeks prior to construction. The Contractor shall also provide DCU with a construction schedule prior to the kick-off meeting. At the kick-off meeting, DCU will discuss the required inspections.
6. Submittals/shop drawings for all products used in the water and sewer construction shall be approved by the owner’s engineer and then submitted to DCU for review and

- approval prior to ordering.
7. The applicant's engineer shall be responsible for inspections and certifications throughout the project. Upon completion of all public and private improvements shown on the approved Improvement Plan and authorized with the Notice to Proceed, the applicant shall submit a surveyed as-built drawing, signed and sealed by a Florida Registered Land Surveyor or Florida Registered Professional Engineer. Additionally, a Florida Registered Professional Engineer shall provide a signed and sealed certification on the engineer's letterhead to the Development Department stating that: "All site improvements have been completed in substantial conformance with the approved Improvement Plans, specifications, and applicable local, state, and federal requirements. Furthermore, all required state and federal permits related to the construction of these improvements have been obtained, and the work has been conducted in compliance with the terms and conditions of those permits." All required testing has been performed and complies with the Improvement Plan standards." The owner's engineer shall be responsible for certifications to FDEP, post construction. No certificate of completion, final signature by DCU on the FDEP construction completion certifications, final plat approval, release of surety, certificate of occupancy, or release of any performance guarantees shall be granted until such certification is accepted by DeSoto County.
  8. Once construction is completed, the Engineer of Record shall provide a dedicated overall water system map (1 sheet 24 x 36 or similar size) for the onsite system showing the connection to the existing County water main. The water system map shall include road names, valve locations, hydrant locations, blow-off locations, water main sizes and any other significant components. This map is required prior to the county's sign off on the FDEP water permit completion certification.
  9. Once construction is completed, the engineer of record shall provide a dedicated overall sewer system map (1 sheet 24 x 36 or similar size) for the onsite system and showing the connection to the existing County sewer system. This map shall include both phases 1 and 2. The sewer system map shall include road names, valve locations, manhole locations, force main size, force main and gravity main locations, lift station locations and any other significant components. This map is required prior to the county's sign off on the FDEP sewer permit completion certification.
  10. All lift station start-up information, operations and maintenance manual materials, and all system testing required by the DeSoto County Utilities Standards shall be completed with final reports supplied to DCU prior to DCU signing off on FDEP construction completion certifications.
  11. The developer shall provide a final sketch and legal description (signed and sealed by a Florida Licensed Land Surveyor) for the Public Utility Easement and Access Easements. The conveyance documents shall be approved by the County Attorney's Office. The Easement shall include a 40.0 right of way (minimum) and the 10 P.U.E. on both sides, per the approved plans. The final easement instrument shall be approved and accepted by the Board of County Commissioners prior to DCU signing off on the FDEP construction completion certifications. The applicant shall record the county approved easement with the Clerk of Court.
  12. Once construction and any required repairs or system maintenance performed by DCU are completed, all surface restoration will be the responsibility of the property owner.

**Section 4.** *Effective date.* This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 22<sup>nd</sup> day of July, 2025.

**ATTEST:** **BOARD OF COUNTY COMMISSIONERS  
OF DESOTO COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mandy Hines  
County Administrator

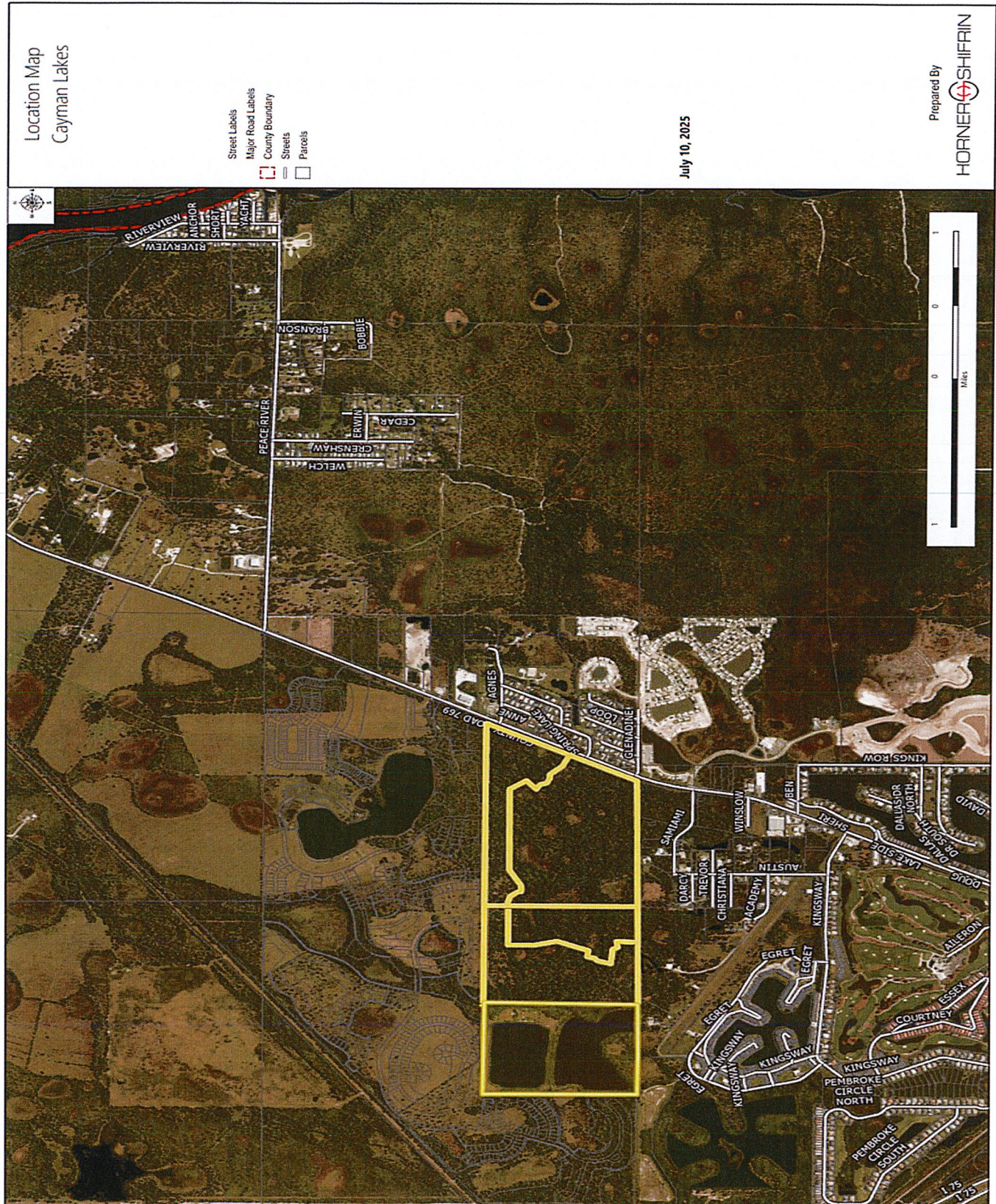
By: \_\_\_\_\_  
J.C. Deriso, Chairman  
Board of County Commissioners

**APPROVED AS TO LEGAL FORM**

By: \_\_\_\_\_  
Valerie Vicente  
County Attorney

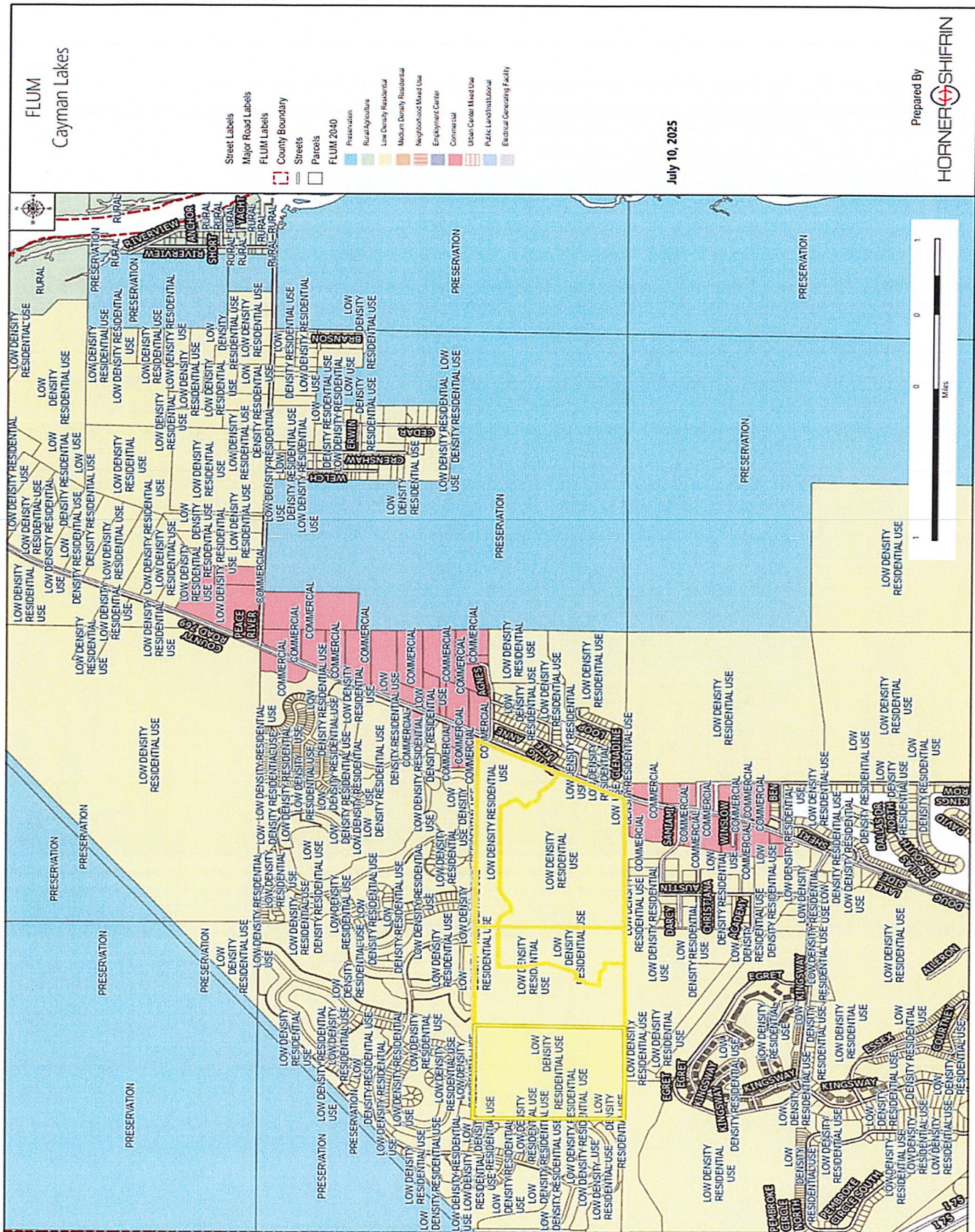


## Exhibit A – Location



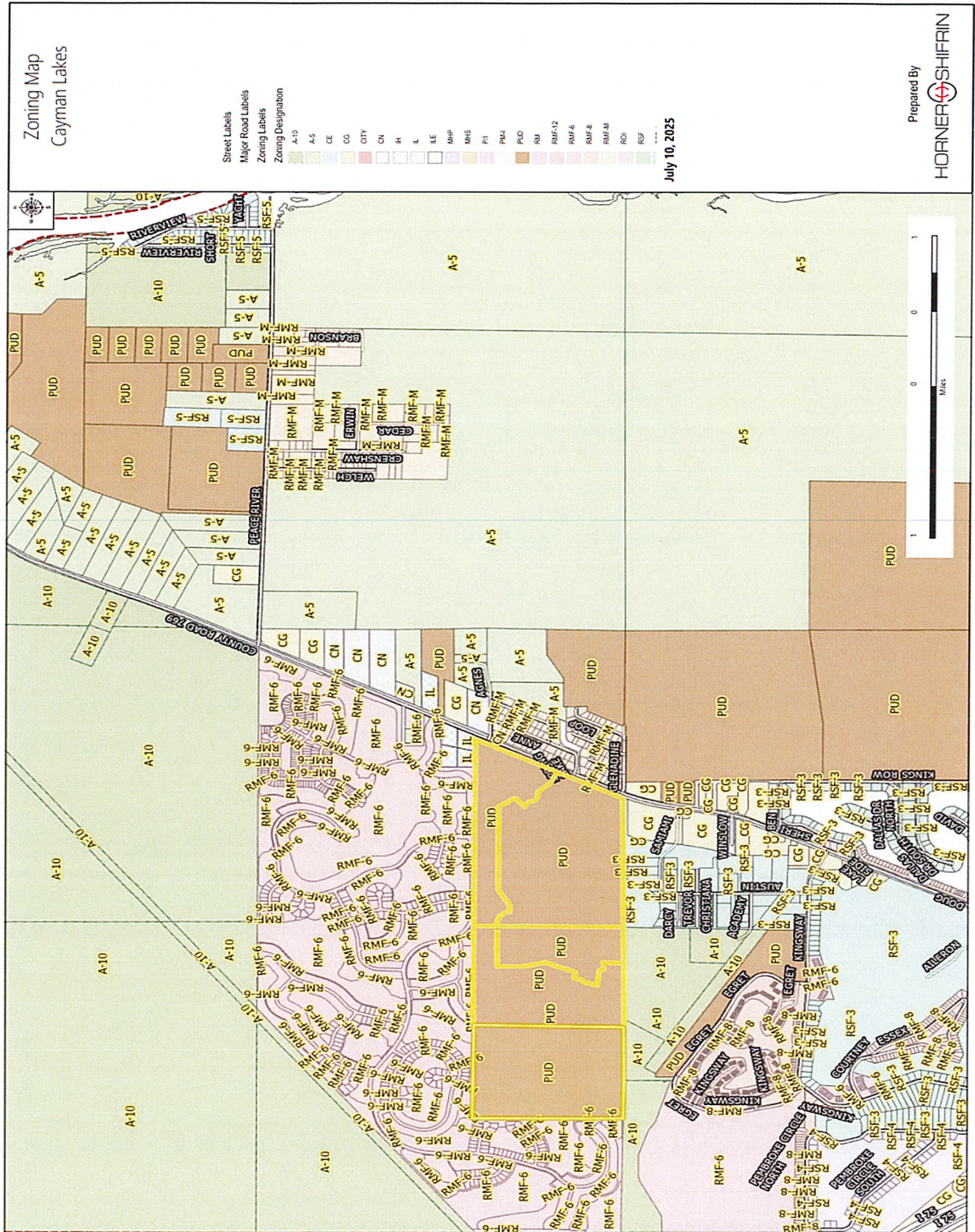


## Exhibit B – Future Land Use





# Exhibit C - Zoning









# CONDITIONAL NOTICE TO PROCEED TIME EXTENSION

On September 9, 2023, the Development Department issued an Conditional approval of the Cayman Lake (Site-0076-2022) Improvement Plan. Cayman Lakes is hereby issued this Conditional "Notice to Proceed" for the development of 323 Residential lots with an Amentity Center on a 308.54 +/- acre site zoned Planned Unit Development (PUD) district and located at west side of Kings Highway, the Property Identification Numbers being 29-39-23-0000-0012-0000, 30-39-23-0000-0010-0000 and 30-39-23-0000-0015-0000. This Conditional Notice is issued based on the assurance of the owner and/or agent that all operations are consistent with any permits and requirements of outside agencies (i.e. SWFWMD, FDOT) over which DeSoto County does not have authority, as well as, the submitted and approved development and improvement plans.

**This approval does not guarantee wastewater or water service for this development or project. In order to guarantee service, required charges and fees identified in the County's utility ordinance (Chapter 12, DeSoto County Code of Ordinances) must be paid.**

<b>Project:</b>	<b>323 Residential lots and an Amenity Center</b>
<b>Date of Issue:</b>	<b>September 19, 2023(extension 4/14/25)</b>
<b>Expiration Date:</b>	<b>December 19, 2025</b>
<b>Plans By:</b>	<b>Banks Engineering</b>
<b>Signed By:</b>	<b>Ryan W. Powers, P.E., License No. 82437</b>
<b>Dated:</b>	<b>July 13, 2023</b>
<b>Approval:</b>	<b>Improvement Plan Site-0076-2022</b>

This Conditional Notice is issued based on compliance with local land development regulations and agreements. All requirements shall be met prior to the issuance of buildings permits and/or final inspection. All site development components must be inspected (to include but not be limited to pre-construction silt management, slope stabilization and the retention area as per the development plan).

## CONDITION(S):

### Planning:

1. All off site plan review and work with in the County's right-of-way will be reviewed and approved through the right-of-way permit process. The right-of-way permit application will need three sets of engineered plans that address all DeSoto County Engineering, Utility and Fire comments. The Comments from PRMRWSA will need to be addresses and approved before a right-of-way permit is issued.
2. Phase 2 will require separate Improvement Plan application.
3. The proposed Club House / Amenities Area will need to provide the floor plan with the building permit. The parking will be calculated for parking at the time of the building permit.

### FIRE:

1. At the time of the Cayman Lakes phase one site completion, Fire will require and observe that phase one fire flow will meet the 1000 gpm flow with a minimum 20 psi residual pressure. This requirement



will need to be met prior to any permits being obtained for building any structures within the Cayman Lakes property.

2. See the attached (Exhibit B, page 11 hydrant map) marked up plan showing location of the fire hydrants. I have added two additional hydrants and relocated several to provide better spacing. All hydrants are marked as a red dot. Coordinate with Fire Marshall at the time of underground building permit.

#### **ENGINEERING:**

1. Please refer to attached (exhibit A) marked up plan sheets from the Peace River Manasota Regional Water Supply Authority.
2. General – All work within the County right-of-way will require a right-of-way permit through the Engineering Division. This permit is separate from the Improvement Plan application and review.
3. Signed and Sealed Maintenance of Traffic Plans are required to be submitted for DeSoto County Review prior to issuance of ROW permit.
4. The contractor shall schedule a construction kick off meeting with the DeSoto County Engineering Division 2 weeks prior to construction. The Contractor shall also provide the Engineering Division with a construction schedule prior to the kick-off meeting. At the kick-off meeting, the Engineering Division will discuss the required inspections.
5. Submittals/shop drawings for all products used in the County Right-of-Way shall be approved by the owner's engineer and then submitted to the DeSoto County Engineering Division for review and approval prior to ordering.
6. Surveyed record drawings signed and sealed by Florida Licensed Professional Land Survey or Engineer for all improvements within the County right-of-way shall be provided for the Engineering Division review. This is required to be completed prior to County issuance of Certificates of Occupancy.
7. The developer shall provide a final sketch and legal description signed and sealed by a Florida Licensed Land Surveyor for the Drainage Easement and complete the conveyance documents as required by DeSoto County's Legal Department. Final easement instrument must be approved/accepted by the Board of County Commissioners prior to DCU signing off on FDEP construction completion certifications. The applicant is required to record the easement with the Clerk of Court after approved by the County.
8. The Improvement Plan Approval herein is for Phase 1 only. Phase 2 Area will require separate Improvement Plan application(s).

#### **UTILITIES:**

1. The requested separation dimensions have not been provided. DeSoto County is planning for future highway expansion and needs the water main extension to be located as close to the ROW as possible. Also, has the engineer coordinated with other utility owners in the vicinity of the proposed water main. Century and Comcast both had buried utilities in vicinity of the water main extension for the Preserve project. All utilities in the vicinity of the proposed watermain extension should be shown on the plan set. We understand the proposed location may be the easiest now, but DCU does not want to relocate this pipe when the roadway is expanded.
2. DeSoto County Utilities (DCU) does not have sewer capacity available for the proposed at this time. Additional capacity can only be reserved through a completed reservation agreement with paid capacity reservation fees. The review and approval of any Development/Improvement Plans does not constitute commitment of utility service by DCU. DeSoto County is working towards



improvements to the wastewater collection and treatment systems and expects to have additional capacity available in the future. The timing of additional capacity is not known at this time. If the applicant elects to proceed with the water main and force main extensions prior to capacity reservation, the applicant is doing this at their own risk.

3. The applicant shall supply floor plans and other needed information to calculate the required Water and Sewer ERUs for the proposed club house and other amenities. Capacity will have to be purchased prior to building permit approval for these buildings.
4. The contractor shall schedule a construction kick off meeting with DCU 2 weeks prior to construction. The Contractor shall also provide DCU with a construction schedule prior to the kick off meeting. At the kick off meeting, DCU will discuss the required inspections.
5. Submittals/shop drawings for all products used in the water and sewer construction shall be approved by the owner's engineer and then submitted to DCU for review and approval prior to ordering.
6. The owner shall have inspection performed by a private professional engineer. The owner's engineer shall be responsible for certifications to FDEP post construction
7. Once construction is complete, provide a dedicated overall water system map (1 sheet 24 x 36 or similar size) for the onsite system and connection to the existing County water main. The water system map shall include road names, valve locations, hydrant locations, blow-off locations, water main sizes and any other significant components. This map is required prior to sign off on FDEP water permit completion certification.
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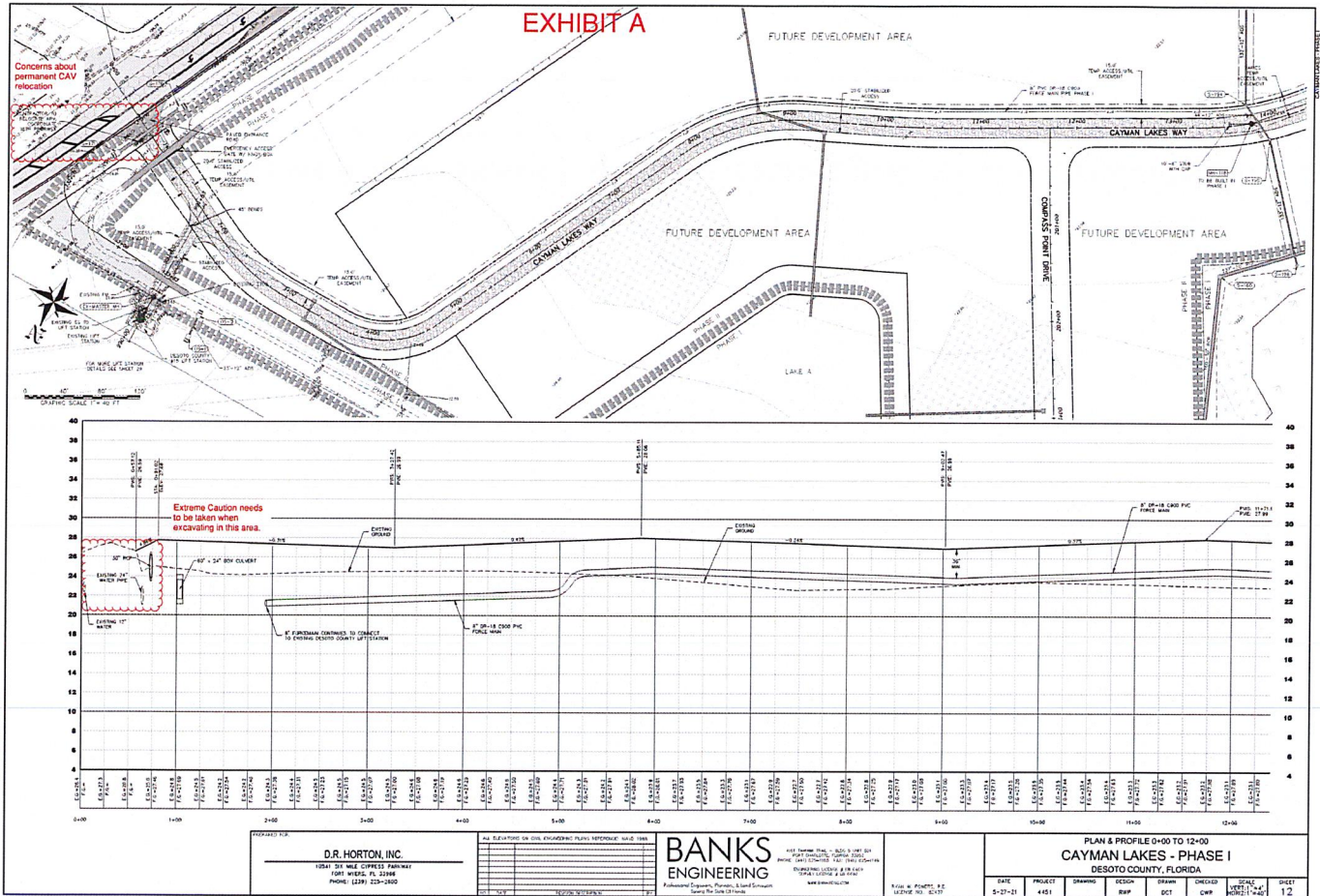
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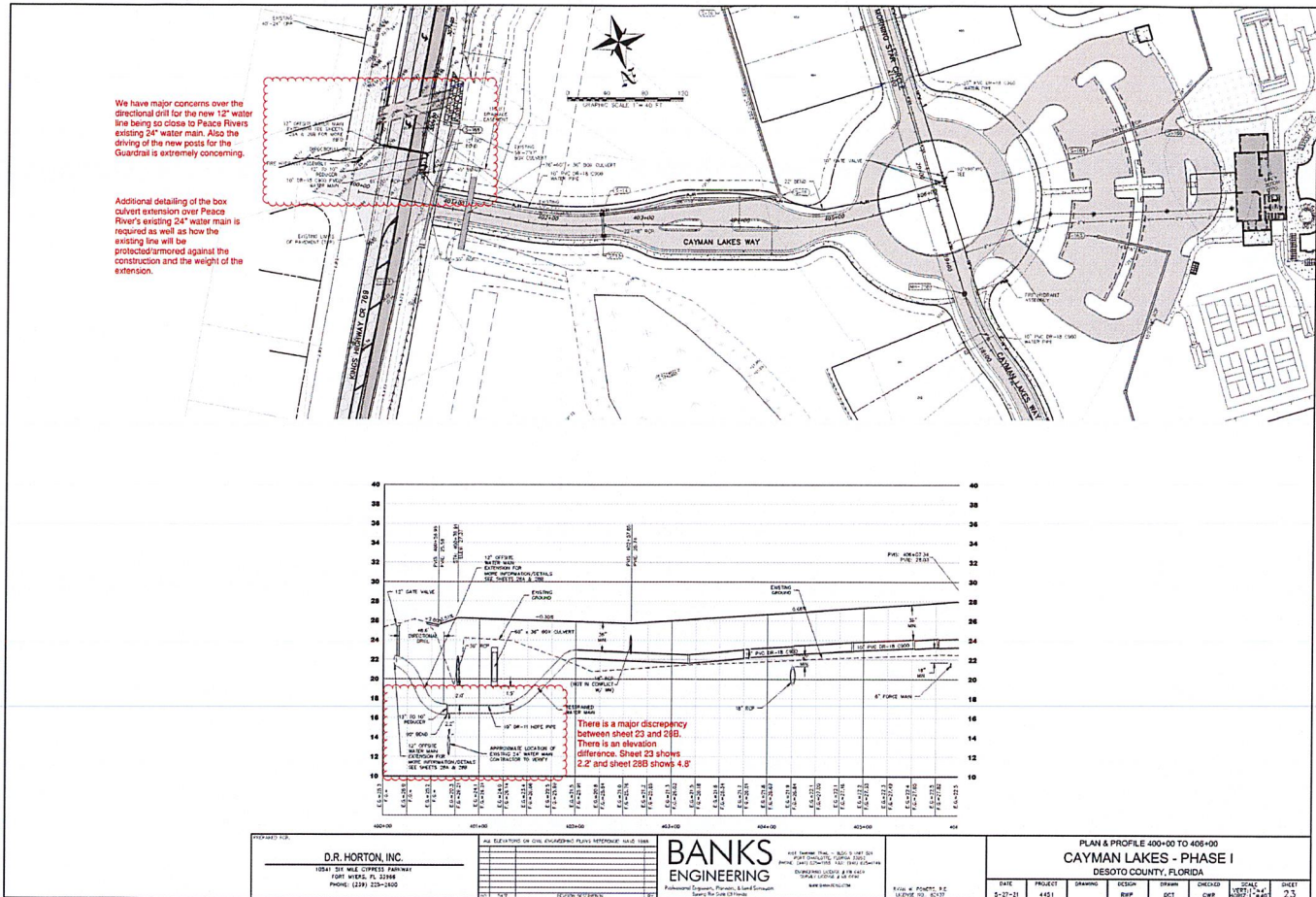
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**Misty Servia**  
**Planning Director**

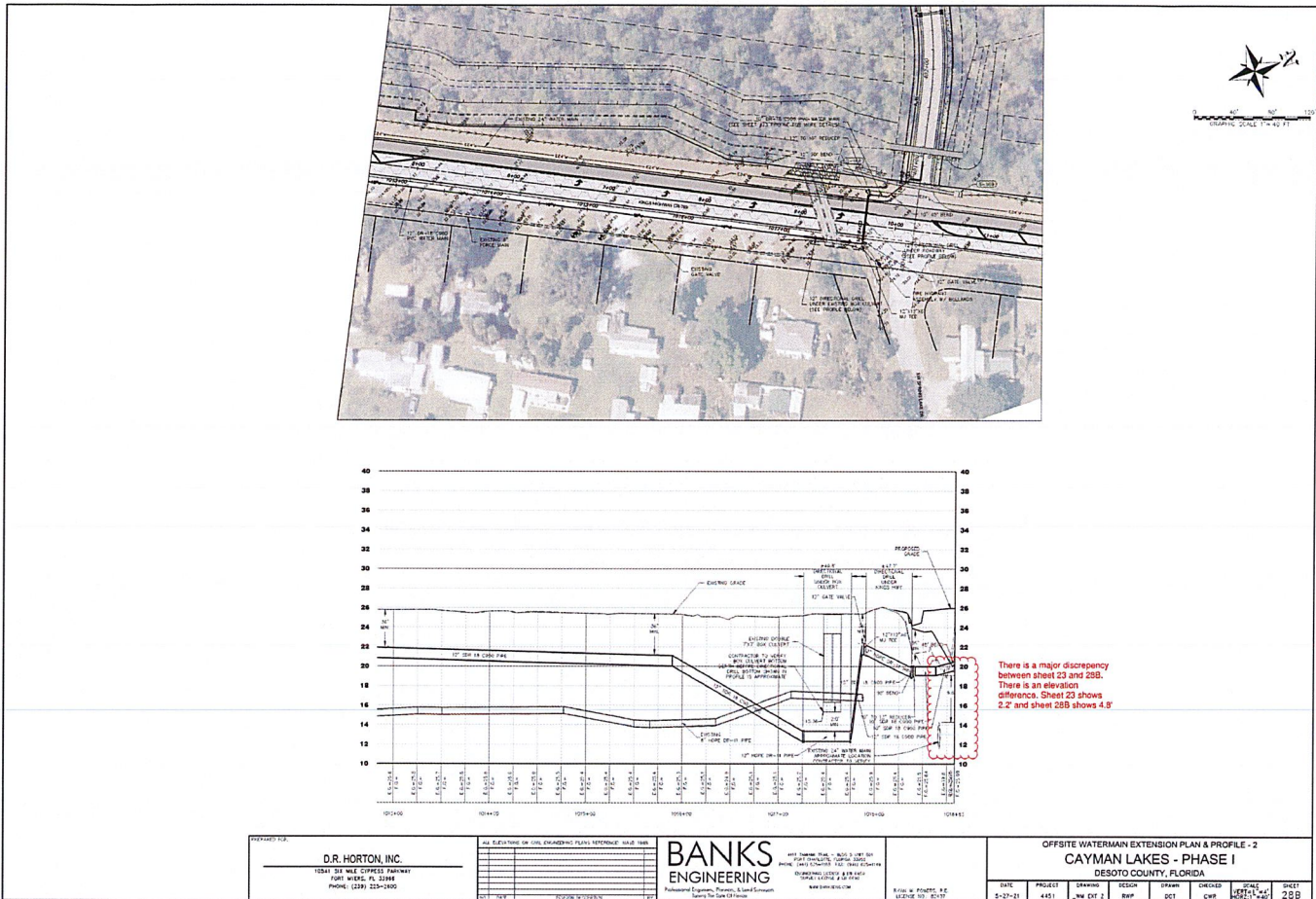














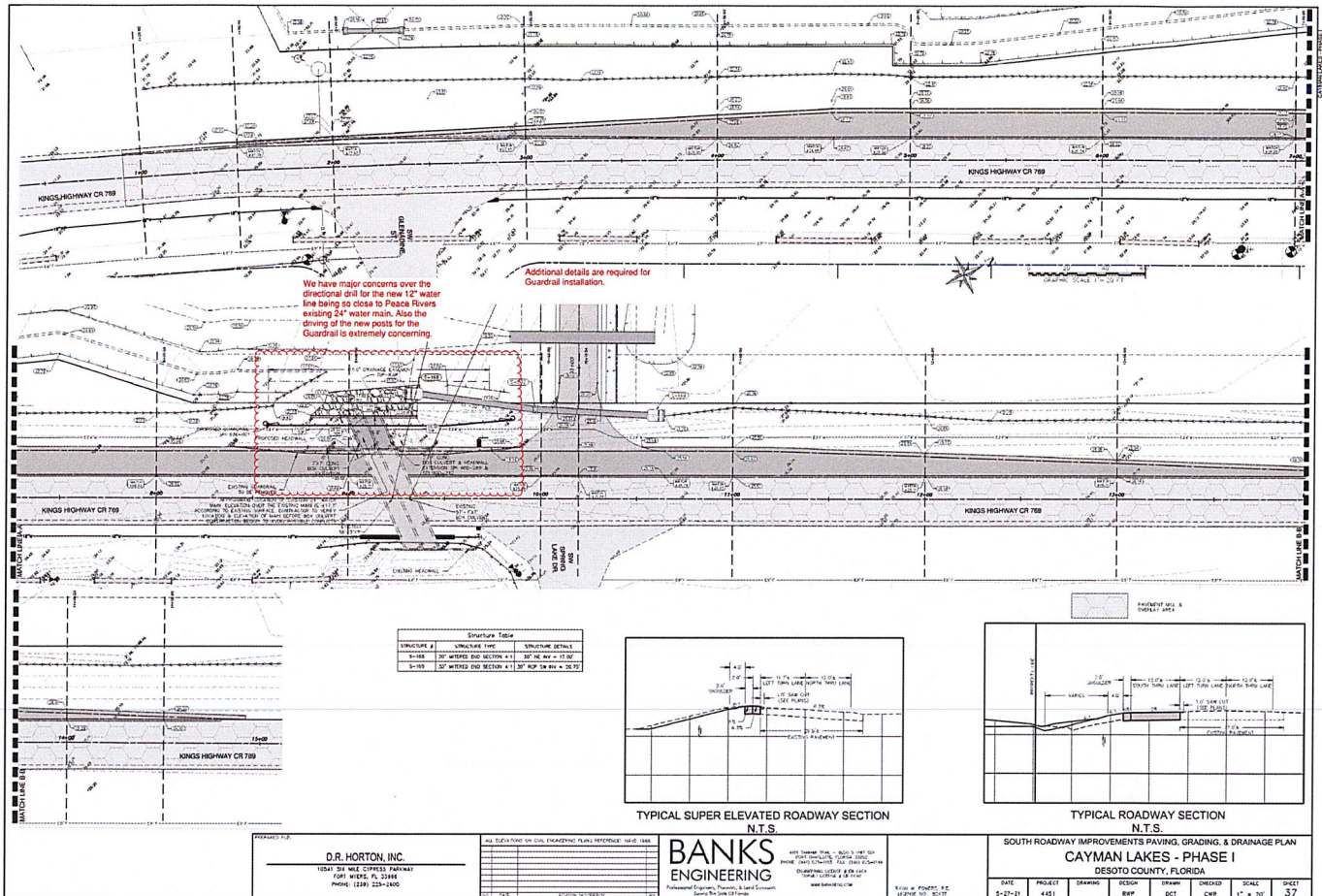




EXHIBIT B

