DeSoto County
Board of County Commissioners
Meeting Agenda

Tuesday, October 14, 2025 **9:00 AM**

CALL TO ORDER

ROLL CALL

TURN OFF OR SILENCE ALL CELL PHONES

PRAYER/PLEDGE OF ALLEGIANCE

INTRODUCTION OF ELECTED OFFICIALS

SET/AMEND

PUBLIC FORUM FOR NON-AGENDA ITEMS

CONSENT AGENDA-MOTION TO APPROVE

1. **Agreement Renewal/AC Disaster Consulting, LLC.**

   Attachments: 23-03-00RFP Agreement Amendment #1

2. **State Aid to Libraries Grant**

   Attachments: State Aid to Libraries Grant

3. **Purchase/ GameTime Playground**

   Attachments: GameTime Purchase Agreement and Quote

4. **FDACS - State Financial Assistance Recipient Agreement**

   Attachments: 32949 Desoto County BOCC

5. **Minutes/BOCC Public Meeting 09-08-2025 & 09-09-2025**

   Attachments: 09-08-2025 BOCC Meeting Tentative Budget Hearing
   09-09-2025 BOCC Meeting

6. **Emergency Preparedness and Assistance Grant (EMPA)**

   Attachments: Desoto County FY25 A0555 Agreement

7. **Purchase of Ford F250 Crew Cab Pickup**

   Attachments: Ford F250 Crew Cab Quote.pdf

8. **Purchase of Ford F250 Utility Truck**

   Attachments: Utility Truck Quote.pdf

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

   Attachments: HI026 Ready for Signature
   Enabling Resolution for CDBG-DR Hazard Mitigation

10. **Opioid Settlement Participation**

    Attachments: Opioid Settlement - Secondary Manufacturers

REGULAR BUSINESS

11. **Proclamation/National Safe Sleep Awareness Month**

    Attachments: Safe Sleep Awareness Month 2025

12. **Proclamation/Domestic Violence Awareness Month**

    Attachments: Domestic Violence Awareness Month Oct 2025

13. **Contract Award / Weiler Engineering Corporation / Engineer of Record**

    Attachments: 25-20-00RFQ CONTRACT
    Copy of WECDeSotoRateComparison

14. **Weiler Work Authorization 25/26-03 General Engineering Services**

    Attachments: WORK AUTHORIZATION FORM weiler 25-26-03 GENERAL ENGINEERING

15. **Weiler Work Authorization 25/26-04- General DCU**

    Attachments: WORK AUTHORIZATION FORM weiler 25-26-04 GENERAL ENGINEERING UTILITIES

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

    Attachments: Resolution
    Summary and Narrative
    2025-153 Supervisor of Elections
    2025-160 Budget Carryovers 10-14-2025
    2025-161 Sheriff Article V (Q4)

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

Attachments: Resolution
Summary and Narrative
2026-1 Budget Carryovers 10-14-2025
2026-2 Hurricane Ian
2026-3 Utilities Capital Wastewater
2026-4 Public Safety

18. **Bid Awards/SHIP and HHRP**

Attachments: Bid log in.pdf
11325 SW Essex Dr.pdf
1315 SE Third Ave.pdf
1192 SW Rainbow Ave.pdf
310 W Myrtle St.pdf
Notice to Bidders - 09-12-2025.pdf

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

Attachments: AP Check Report - Warrants 09-09-25 to 09-22-25

20. **Acceptance of Permanent Utilities Easement for Giuseppe's Brooklyn Oven**

Attachments: Hwy17ArcadiaLLC-PermanentUtilitiesEasement

21. **Resolution / Agreement / FDOT SCOP NE Bishop Street Road Improvements**

Attachments: 448768-1-54-01 Resolution
448768-1 Draft State Funded Grant Agreement - approved

22. **Resolution / Agreement / FDOT SCRAP NW Lily Avenue Road Improvements**

Attachments: 448765-1-54-01 Resolution
448765-1_Draft_State_Funded_Grant_Agreement- approved

23. **Applicant's request to reschedule the public hearing on the PUD Rezoning for Liverpool (RZNE-0061-2024)**

Attachments: Ltr 10-2-2025 Vicente RE Extension Request (Liverpool)

ADMINISTRATOR'S REPORT

COUNTY ATTORNEY'S REPORT

BOARD MEMBER COMMENTS

ADJOURNMENT

SUPPLEMENTAL BOARD DOCUMENTS

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

DeSoto County

10/14/2025

Item #: 1.

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

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

TITLE & DESCRIPTION:
Agreement Renewal/AC Disaster Consulting, LLC.

REQUESTED MOTION:
To approve the one-year renewal agreement with AC Disaster Consulting, LLC. for FEMA Program Consulting Services.

SUMMARY:
DeSoto County entered into an agreement with AC Disaster Consulting, LLC for FEMA Program Consulting Services for Hurricane Ian on October 19, 2022. The agreement allows for (2) one-year renewals.

BACKGROUND:
In 2022 a solicitation was advertised for a FEMA Program Consulting Services for Hurricane Ian. AC Disaster Consulting was chosen from a competitively procured process on October 19, 2022.

FUNDS:
Budget Amount: **n/a**
Actual Agenda Item Cost: **n/a**
Account Number: **n/a**
Explanation: **n/a**

DESOSO COUNTY
AGREEMENT FOR PROFESSIONAL SERVICES
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PROGRAM CONSULTING SERVICES

Bid No. 23-03-00RFP

THIS AGREEMENT AMENDMENT is made this ____ day of _____, 2025, between **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political subdivision of the State of Florida hereinafter referred to as ("COUNTY"), whose address is 201 East Oak Street, Arcadia, Florida 34266, and **AC DISASTER CONSULTING, LLC,** a Limited Liability Company, authorized to do business in the State of Florida, hereinafter referred to as ("CONSULTANT"), whose address is 1800 Glenarm Place, Suite 300, Denver, Colorado 80202.

WHEREAS, an Agreement was entered into on the 19th day of October, 2022, between COUNTY and CONSULTANT to provide FEMA Program Consulting Services in DeSoto County; and

WHEREAS, the original Agreement stated a Time of Performance of an initial **THREE (3)** year period with an option to renew for **TWO (2)** additional years **ONE (1)** year at a time upon mutual consent of both parties; and

WHEREAS, the COUNTY and CONSULTANT desire to amend the original Agreement entered into on October 19, 2022, utilizing the first **ONE (1)** year renewal, extending this Agreement to October 19, 2026, with no changes or price increases. All other provisions of the original Agreement will remain in full effect as agreed;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to amend the Agreement for FEMA Program Consulting Services and extend it for another year.

SECTION 1. INCORPORATION BY REFERENCE.

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

SECTION 2. TIME OF PERFORMANCE.

By the signing of this Amendment, the CONSULTANT hereby agrees to fully and completely perform the Scope of Services until **October 19, 2026**.

SECTION 3. The CONSULTANT shall comply with all specific completion dates and sequences indicated in the Scope of Services. In the event the Work is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, the CONSULTANT shall make no claims for additional compensation or damages owing to such suspensions, delays, or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the County may decide. However, such extension shall not operate as a waiver of any rights of the County.

SECTION 4. All other provisions of the October 19, 2022 Agreement shall remain in force and effect.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the _____ day of _____ 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

By: _____
Mandy J. Hines
County Administrator

By: _____
J.C. Deriso
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

_____
Valerie Vicente
County Attorney

Date: _____

WITNESSES:

_____

_____

AC DISASTER CONSULTING, LLC

By: _____

Printed Name: _____

Title: _____

DeSoto County

10/14/2025

Item #: 2.

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

DEPARTMENT: Public Library
SUBMITTED BY: **Linda Waters**
PRESENTED BY: **Linda Waters**

TITLE & DESCRIPTION:
State Aid to Libraries Grant

REQUESTED MOTION:
To approve the State Aid to Libraries Grant Agreement

SUMMARY:
State aid to libraries is made available annually to public libraries through the grant process.

BACKGROUND:
The amount of aid is never known at the time grant applications must be submitted by statute.

FUNDS:
Budget Amount: **TBA**
Actual Agenda Item: **NA**
Cost: **0**
Account Number: Click or tap here to enter text.
Explanation: **The actual amount of the grant will be determined later in the year.**

STATE AID TO LIBRARIES GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE AND DeSoto County Board of County Commissioners for and on behalf of DeSoto County Library

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the DeSoto County Board of County Commissionersfor and on behalf of DeSoto County Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2025-26 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes.* By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2023 - September 30, 2024.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2023 through June 30, 2026. The Grantee shall:

- Have a single administrative head employed full time by the library's governing body;
- Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provide access to materials, information and services for all residents of the area served; and
- Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task :

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2023 through June 30, 2026. The Grantee will:

- Have expended funds to provide free library service during the period October 1, 2023 - September 30, 2024;
- Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2023 - September 30, 2024 only;
- Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- Provide the Certification of Credentials for the Single Administrative Head; and
- Provide a Certification of Hours, Free Library Service and Access to Materials.

c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2023 to June 30, 2026, unless terminated in accordance with the provisions of Section 30 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2023) and concludes with the end of the State of Florida's current fiscal year (June 30, 2026).

3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2023 – September 30, 2024) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.

4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications regarding this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Tom Peña, Grant Programs Supervisor
Florida Department of State
R.A. Gray Building
Mail Station # 9D
500 South Bronough Street
Tallahassee, FL 32399-0250
Phone: 850.245.6620
Email: Thomas.Pena@dos.fl.gov

For the Grantee:

Linda Waters
DeSoto County Library
125 North Hillsborough Avenue Arcadia Florida 34266
Phone: 863.993.4851
Email: lindaw@myhlc.org

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2025-26 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.

6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization Form (form number DFS-AI-26E, rev 3/2022), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16. The form also includes tools and information that allow you to check on payments.

7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement.**

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc., created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

"This project has been funded under the provisions of the State Aid to Libraries Grant program, which is administered by the Florida Department of State's Division of Library and Information Services."

10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in

the Department of Financial Services' Reference Guide for State Expenditures (as of October 2022), incorporated by reference, which are available online at myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes.*

12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of October 2022) myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2, incorporated by reference.

13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Thomas Peña, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, Florida 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least $750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year. Audits must be submitted on the DOS Grants System at dosgrants.com.

15. **Retention of GrantRecords.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the closeout of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.

16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.

17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

18. **Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Elections, the Division of Historical Resources and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.

19. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds.

b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If the Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

d) The name of the account(s) must include the grant award number.

e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets.

f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

20. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

21. **Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

22. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

23. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or

permitted to be agents, servants, joint venturers or partners of the Division.

24. **Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.

c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.

26. **Prohibition of Expenditures to a Library Association.** Expenditure of project funds (grant funds and local match funds) must not be used for an activity related to a library association. This prohibition does not apply to expenditure of project funds related to a library cooperative that receives state moneys under sections 257.40-257.42, Florida Statutes. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.

27. **Total Compensation Paid to Non-Profit Personnel.** Per Section 216.1366, Florida Statutes, all non-profit organizations as defined in Section 215.97(2)(m), Florida Statutes, shall complete and return to the division within 30 days of the execution of this grant agreement the "Total Compensation Paid to Non-Profit Personnel Using State Funds" report, incorporated by reference, which shall satisfy the requirement to provide documentation that indicates the amount of state funds:

a) Allocated to be used during the full term of the agreement for remuneration to any member of the board of directors or an officer of the contractor.

b) Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Non-Profit organization grantees shall complete a Total Compensation Paid to Non-Profit report for each required filer for the invoice period covered by the Payment Request.

The grantee shall also post their reports on their website, and the public agency shall make the reports available to the public on the internet.

28. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

29. **Breach of Agreement.** The Division shall demand the return of grant funds already received, shall withhold subsequent payments and/or shall terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.

30. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division shall terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee shall be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.

31. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

32. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

33. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

a) Procurement of Goods and Services Not Exceeding $35,000. The Grantee must use the applicable procurement method described below:

1. Purchases Up to $2,500: Procurement of goods and services where individual purchases do not exceed $2,500 do not require competition and may be conducted at the Grantee's discretion.

2. Purchases or Contract Amounts Between $2,500 and $35,000: Goods and services costing between $2,500 and $35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

b) Procurement of Goods and Services Exceeding $35,000. Goods and services costing over $35,000 must follow all formal procurement processes as outlined in Section 287.057, *Florida Statutes*.

34. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

35. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.

36. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of January 2023)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

37. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

38. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov (as of January 2024)), incorporated by reference).

39. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

40. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

a) This Agreement
b) Florida Single Audit Act Requirements (Attachment A)
c) Fiscal Year 2025-26 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee:	**Department of State**
By: _____	By: _____
Chair of Governing Body or Chief Executive Officer	
	Amy L. Johnson, Director Division of Library and Information Services Department of State, State of Florida
_____	_____
Typed name and title	
_____	_____
Date	Date
_____	_____
Clerk or Chief Financial Officer	Witness
_____	_____
Date	Date

ATTACHMENT A

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

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 of State staff, limited scope audits as defined by 2 *CFR* 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State 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 agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 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 requirement 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

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

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 agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, 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. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *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).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
http://www.leg.state.fl.us/

Part III: 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 agreement shall be submitted, when required by 2 *CFR* 200.512, by or on behalf of the recipient directly to each of the following:
   A. The Department of State via the DOS Grants System at https:///dosgrants.com.

   B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512

      The FAC's website prides 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 agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department of State via the DOS Grants System at https:///dosgrants.com.

B. The Auditor General's Office at the following address:

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

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 *CFR* 200.512, section 215.97 *F.S.* and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State 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 IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, 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 of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Libraries;
CSFA Number. 45.030
Award Amount: See Attachment B.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.

ATTACHMENT B
Fiscal Year 2024-25 State Aid to Libraries Final Grants

Florida Administrative Code

1B-2.011 Library Grant Programs.

(1) This rule provides procedures for library grant programs administered by the Division of Library and Information Services (Division). Each program shall be governed by guidelines which contain information on eligibility requirements, application review procedures, evaluation and funding criteria, grant administration procedures, if applicable, and application forms. All grant awards shall be subject to final approval by the Secretary of State.

(2) Applicants for grants shall meet the eligibility and application requirements as set forth in the following guidelines for each grant program:

(a) State Aid to Libraries Grant Guidelines, http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective xx-xxxx, which contain guidelines and instructions; Certification of Credentials – Single Library Administrative Head (Form DLIS/SA01), effective xx-xxxx; Grant Agreement (Form DLIS/SA02), effective xx-xxxx; Annual Statistical Report Form for Public Libraries (Form DLIS/SA03), http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, xx-xxxx; Certification of Hours, Free Library Service and Access to Materials (Form DLIS/SA04), http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective xx-xxxx.

(b) Public Library Construction Grants Guidelines, http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective xx-xxxx, which contains guidelines and instructions; and Public Library Construction Grant Agreement (Form DLIS/PLC01), http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective xx-xxxx.

(c) Library Cooperative Grant Guidelines, http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective xx-xxxx, which contains guidelines and instructions; Annual Statistical Report Form for Multitype Library Cooperatives (Form DLIS/LCG01), effective xx-xxxx; Grant Agreement (Form DLIS/LCG02), http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective xx-xxxx; and the Florida Library Information Network Manual http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective xx-xxxx.

(d) The Library Services and Technology Act Grant Guidelines, http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective xx-xxxx, which contains guidelines and instructions, Library Services and Technology Act Grant Agreement (Form DLIS/LSTA01) http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective xx-xxxx, MLS Certification (Form DLIS/LSTA02), http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective xx-xxxx, and Certification Regarding Trafficking in Persons (Form DLIS/LSTA03).

(e) The Community Libraries in Caring Program Application, http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective 04-10-12; which contains instructions and application (Form DLIS/CLIC01), effective 04-10-12; Annual Report (Form DLIS/CLIC02), effective 04-10-12; and Grant Agreement (Form DLIS/CLIC03), http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx, effective 04-10-12.

(3) Guidelines and forms in this rule are incorporated by reference and may be obtained from the Director of the Division, Florida Department of State, Division of Library and Information Services, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250.

(4) The Division of Library and Information Services will waive the financial matching requirements on grants for rural communities that have been designated in accordance with Sections 288.0656 and 288.06561, F.S. Eligible communities applying for Library Services and Technology Act grants and Library Construction grants must request waiver of matching requirements at the time of grant application.

Rulemaking Authority 257.14, 257.191, 257.192, 257.24, 257.41(2) FS. Law Implemented 257.12, 257.15, 257.16, 257.17, 257.171, 257.172, 257.18, 257.191, 257.192, 257.195, 257.21, 257.22, 257.23, 257.24, 257.25, 257.40, 257.41, 257.42 FS. History–New 1-25-93, Amended 7-17-96, 4-1-98, 2-14-99, 4-4-00, 12-18-00, 11-20-01, 3-20-02, 1-9-03, 12-28-03, 11-16-04, 2-21-06, 2-21-07, 1-24-08, 4-1-10, 4-21-10, 4-10-12, 12-25-13, 7-8-14, 4-7-15, 7-12-16, 7-6-17, 4-30-18, 11-19-18, 7-1-19, 3-17-20, 2-27-22, 5-4-23, 12-22-24, 09-10-2025.

DeSoto County

10/14/2025

Item #: 3.

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

DEPARTMENT: Parks & Recreation
SUBMITTED BY: **Marilyn Patton, Office Manager**
PRESENTED BY: **Tara Anderson, Parks & Recreation Director**

TITLE & DESCRIPTION:
Purchase/ GameTime Playground

REQUESTED MOTION:
To Authorize the County Administrator to approve the Purchase Order finalizing the order for the playground equipment approved in the FY 2025/2026 budget.

SUMMARY:
This new playground is to replace the 2006 (20 years old) current playground at the Brewer Sports Park. This playground is the larger of the 2 playgrounds located within Brewer Park; and is located on the southwest side of the park.

BACKGROUND:
During the budget process the Parks Department acquired a Quote (# 107609-01-01) from GameTime/Playcore Company. All pricing in accordance with Omnia Partners/U.S. Communities Contract # 2017001134

FUNDS:
Budget Amount: **$ 122,000.00**
Actual Agenda Item: **Playground**
Cost: **$118,589.49**
Account Number: **001-70745726307000**
Explanation: **Brewer Park Capital Improvements**

COOPERATIVE (PIGGYBACK) PURCHASE AGREEMENT
BETWEEN DESOTO COUNTY, FLORIDA AND
PLAYCORE WISCONSIN, INC.
D/B/A GAMETIME
C/O DOMINICA RECREATION PRODUCTS, INC.

DESOTO COUNTY, Florida, pursuant to Section 4.10.1 of the DeSoto County Purchasing Manual, now desires to enter into a Cooperative Purchase Agreement (Piggyback) with **PLAYCORE WISCONSIN, INC. D/B/A GAMETIME C/O DOMINICA RECREATION PRODUCTS, INC.** ("Contractor") to provide the new playground equipment, including installation services, and removal/disposal of existing playground equipment to DeSoto County (the "Services"), as more particularly set forth in the Contractor's Quote No. 107609-01-01, attached hereto as Exhibit "A", under the same terms and conditions as the agreement between City of Charlotte, a North Carolina municipal corporation and the Contractor, Contract Number 2017001134, as amended, made available through U.S. Communities Governmental Purchasing Alliance/OMNIA Partners (the "Agreement"), which can be found at www.omniapartners.com/suppliers/gametime/public-sector/contract-documents and is incorporated by reference, with a date of expiration of June 30, 2026, which Agreement resulted from a competitive procurement, RFP No. 269-2017-028.

DeSoto County has reviewed the Agreement and the Contractor's Quote, and further agrees that proposed pricing is fair and reasonable. Contractor hereby agrees to provide such Services to DeSoto County under the same price(s), terms and conditions as the referenced Agreement above. All references in the Agreement between the parties shall be assumed to pertain to and are binding upon Contractor and DeSoto County. All references in the Agreement to "City" shall be substituted with "DeSoto County, Florida".

Venue; Governing Law. The parties further agree that exclusive venue of any legal or equitable action that arises out of or relates to this agreement or the contract shall be the appropriate state court in DeSoto County, Florida, in any such action, Florida law shall apply.

Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

A. First Priority: Base Agreement;
B. Second Priority: The City of Charlotte Contract;
C. Third Priority: Exhibit "A," Quote No. 107609-01-01.

Agreed, accepted and consented to the _____ day of _____, 2025.

ON BEHALF OF
PLAYCORE WISCONSIN, INC. D/B/A GAMETIME

Signature

Rob Dominica
Print Name

President/drp
Title

09/23/2025
Date

ATTEST:

County Administrator as
the Clerk to the BOCC

Date

DESOTO COUNTY, FLORIDA

BY: _____
.C. Deriso, Chairman BOCC

Exhibit "A"
GameTime c/o Dominica Recreation Products, Inc.
Quote No. 107609-01-01

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

09/17/2025
Quote #
107609-01-01

Brewer Park - 5-12 Playground - BUDGETARY

Desoto County Parks
Attn: Tara Anderson
1365 SE Hargrave St.
Arcadia, FL 34266
United States
Phone: 863-993-7507
t.anderson@desotobocc.com

Ship to Zip 34266

Quantity	Part #	Description	Unit Price	Amount
		~~

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

09/17/2025
Quote #
107609-01-01

Brewer Park - 5-12 Playground - BUDGETARY

Quantity	Part #	Description	Unit Price	Amount
			Total	$118,589.49

This quote was prepared by Veronica Salles, Project Manager.
For questions or to order please call - 800-432-0162 ext. 100 veronica.salles@gametime.com

All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.
All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.
For more information on the Omnia Partners / U.S. Communities contract please visit Omnia Partners Public Sector GameTime

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for muncipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the muncipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.
Purchases in excess of $1,000.00 to be supported by your written purchase order made out to GameTime.
Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.
Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced seperately from installation and/or other services. Terms are Net 30 for each individual invoice.
This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.
Pricing: Firm for 60 days from date of quotation.
Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.
Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.
Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an indepedent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

ORDER INFORMATION

Bill To: Desoto Co. Parks Dept.
Contact: Tara Anderson
Address: 201 E. Oak Str.
Address:
City, State, Zip: Arcadia, FL 34266
Tel: 863-491-7507 Fax: 863-491-7523

Ship To: Brewer Sports Park
Contact: Tara Anderson
Address: 1365 SE Hargrave Str.
Address:
City, State, Zip: Arcadia, FL 34266
Tel: 863-491-7507 Fax: 863-491-7523

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

09/17/2025
Quote #
107609-01-01

Brewer Park - 5-12 Playground - BUDGETARY

SALES TAX EXEMPTION CERTIFICATE #: 85-8013891998C-1 (PLEASE PROVIDE A COPY OF CERTIFICATE)

Acceptance of quotation:

Accepted By (printed): Mandy Hines P.O. No: #26-

Signature: _____ Date: _____

Title: County Administrator Phone: 863-491-7507

E-Mail: t.anderson@desotobocc.com Purchase Amount: **$118,589.49**

(Tara Anderson, Parks Director)

DeSoto County

10/14/2025

Item #: 4.

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

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

TITLE & DESCRIPTION:
FDACS - State Financial Assistance Recipient Agreement

REQUESTED MOTION:
To agree to and accept funding from the Florida Department of Agriculture and Consumer Services (FDACS) and provide a 25% match for operation of the DeSoto County Mosquito Control Program.
SUMMARY:
Each year FDACS provides DeSoto County funding to assist with the operation of its Mosquito Control Program, while the County provides a 25% match. The allocated FDACS State Grant for 2025/2026 is $69,587.50 and the DeSoto County match is $17,396.88

BACKGROUND:
This is an annual agreement between FDACS and the DeSoto County Mosquito Control Program.

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.

Docusign Envelope ID: E237DA61-5F31-46F7-B6EA-0AA9D19B1EB0

WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

MOSQUITO CONTROL
STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

CSFA Number: 42.003

State Project Title: Mosquito Control

Authorization: Section 388, Florida Statutes (F.S.)

Fiscal Year: 2025-2026

This AGREEMENT made and entered into on _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and **DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS,** the RECIPIENT.

This AGREEMENT shall be executed by the RECIPIENT and returned to the DEPARTMENT not later than **December 31, 2025**, and shall serve as the RECIPIENT'S acknowledgment that this AGREEMENT is subject to Section 215.97, F.S.

ARTICLE 1: TERM

1.1 Contract Period: **OCTOBER 1, 2025 – SEPTEMBER 30, 2026**

1.2 Extension and Renewal. ***RESERVED***

ARTICLE 2: SERVICES

2.1 Scope of Work. The RECIPIENT agrees to provide the following contractual services:

Conduct arthropod/mosquito control in compliance with the requirements of Chapter 388, F.S., Section 215.97, F.S., and Chapter 5E-13, Florida Administrative Code (F.A.C.) as detailed in the attached Application, which is hereby incorporated by reference, and hereinafter referred to as the Scope of Work.

2.2 Deliverables. The RECIPIENT must provide quantifiable, measurable, and verifiable units of deliverables which must be received and accepted in writing by the contract manager prior to payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

The RECIPIENT agrees to conduct arthropod/mosquito control services as specified in the attached Scope of Work. In addition, the RECIPIENT must provide the following:

A. Submit each month to the Department on the current form indicated no later than thirty days after the end of the previous month:

Docusign Envelope ID: E237DA61-5F31-46F7-B6EA-0AA9D19B1EB0

1. "Mosquito Control Monthly Report - State Funds" (FDACS-13650, Rev. 09/23), and supporting documentation (i.e., receipts travel vouchers, invoices, purchase orders, expenditure reports, wage statements, account statements).

2. "Mosquito Control Monthly Report - Local Funds" (FDACS-13663, Rev. 09/23).

3. "Mosquito Control Monthly Report - Pesticide Activity" (FDACS-13652, Rev. 02/23).

B. Submit to the Department on the current form indicated **as needed**:

1. “Arthropod Control Budget Amendment” (FDACS-13613, Rev. 7/13) Budget amendments shall be prepared and submitted to the DEPARTMENT prior to over-expending funds in any account or expending funds in nonbudgeted accounts. Budget amendments must be explained by an accompanying request for approval of the changes to be made in the detailed budget. DEPARTMENT approval of the amendment(s) must be received before such expenditures are made.

2. Submit a copy to the DEPARTMENT of each financial reporting package containing non-state entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence regarding follow-up taken to address any prior year deficiencies, and such other information determined by the Auditor General of the State of Florida to be necessary.

2.3 Financial Consequences. Failure to timely provide the deliverables of this AGREEMENT shall result in financial consequences. The RECIPIENT shall perform all deliverables within the time frame established in this AGREEMENT. The DEPARTMENT shall reduce payment as a financial consequence as follows:

A. If the RECIPIENT fails to timely provide one or more deliverables from the Scope of Work or Article 2.2 above, due on or before **AUGUST 30, 2026,** then in addition to any other available remedies the DEPARTMENT shall reduce payment by 5% of the corresponding quarter’s payment.

B. The DEPARTMENT in its sole discretion may grant an extension of one or more deliverable deadlines upon prior written request from RECIPIENT and for good cause shown.

C. Absent a written extension of the deadline to provide the annual report, the Parties agree that the Recipient shall be liable for a financial consequence of $100 per calendar day until the annual audit report required in Article 11.2 is delivered.

ARTICLE 3: COMPENSATION & EXPENSES

3.1 The DEPARTMENT will pay the RECIPIENT as follows:

An amount not to exceed $**69,587.50** payable quarterly in accordance with Article 3.1.3, upon receipt of required reports submitted to the DEPARTMENT within the statutory deadlines.

3.1.1 The DEPARTMENT may make partial payments to the RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT and approved by the DEPARTMENT.

3.1.2 State funds, supplies, and services shall be made available to RECIPIENT by and through the DEPARTMENT immediately upon release of funds by the Executive Office of the Governor. Following the determination of funds available, if necessary, the DEPARTMENT shall make an adjustment in amounts of money payable to RECIPIENT in the last three (3) quarters of the current fiscal year. RECIPIENT shall be notified of the amount payable to them and if necessary, shall amend amounts of state funds budgeted.

3.1.3 The following quarterly payment schedule shall apply to this AGREEMENT:

Contract Period	Quarterly Payment Month (approximate)
October – December	January
January – March	April
April – June	July
July – September	September

If this AGREEMENT is not executed in time for one or more of the quarterly payments to apply, payment will be made in accordance with the remaining quarterly payment schedule.

3.2 Expenses. All purchases of supplies, materials and equipment by RECIPIENT shall be made in accordance with the laws governing purchases by Boards of County Commissioners, except that districts with special laws relative to competitive bidding shall make purchases in accordance with Chapter 388, F.S., and Chapter 5E-13, Florida Administrative Code.

3.2.1 All funds, supplies, and services released to the RECIPIENT shall be used exclusively for an integrated program that provides a combination of mosquito control, source reduction measures, public education, personnel training and certification, mosquito population surveillance, larvicides, adulticides, equipment, and alerts as approved by the DEPARTMENT.

3.2.2 Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this AGREEMENT will be reimbursed in accordance with Section 112.061, F.S. Authorization for travel expenses must be identified in the Scope of Work and approved by the Department to be eligible for reimbursement.

3.3 Dispute Resolution. If a dispute over fees invoiced under this AGREEMENT arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the DEPARTMENT and RECIPIENT shall participate in mandatory binding arbitration.

3.4 Contingency. In accordance with Section 287.0582, F.S., the DEPARTMENT's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature. Payments under this AGREEMENT are further subject to the approval of the State Chief Financial Officer (Department of Financial Services).

ARTICLE 4: *Reserved*

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ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

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

5.2 RECIPIENT acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. RECIPIENT avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), F.S., during the term of the contract, including receiving and maintaining required affidavits from subcontractors.

5.3 RECIPIENT shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

5.4 RECIPIENT shall comply with Section 20.055(5), F.S.

ARTICLE 6: PUBLIC RECORDS

6.1 To the extent that RECIPIENT meets the definition of “Contractor” under Florida’s Public Records Law, Section 119.0701, F.S., Recipient shall preserve, retain, and disclose as required all documents, including papers, letters, or any other record or materials prepared pursuant to this AGREEMENT, and otherwise fully comply with the requirements of Chapter 119. To that end, RECIPIENT must:

6.1.1 Retain all records made or received in conjunction with this Agreement for no less than five (5) years after the end of the Contract Period in Article 1.1.

6.1.2 Upon request from the DEPARTMENT’s custodian of public records, provide the DEPARTMENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the DEPARTMENT.

6.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and following completion or termination of the contract if the RECIPIENT does not transfer the records to the DEPARTMENT.

6.1.4 Upon completion or termination of the contract, transfer, at no cost, to the DEPARTMENT all public records in possession of the RECIPIENT or keep and maintain public records required by the DEPARTMENT to perform the service. If the RECIPIENT transfers all public records to the DEPARTMENT upon completion or termination of the contract, the RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the RECIPIENT keeps and maintains public records upon completion or termination of the contract, the RECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from the DEPARTMENT’s custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.

6.2 The DEPARTMENT shall have the right of unilateral cancellation for refusal by the RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

6.3 Nothing in this article shall be considered a waiver of the provisions of Section 119.0701, F.S.

ARTICLE 7: TERMINATION

7.1 For Convenience. The parties may terminate this AGREEMENT in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the contract manager, specifying the effective date of termination.

7.2 For Cause. The DEPARTMENT may terminate this AGREEMENT for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination. If, after termination, it is determined that the RECIPIENT was not in default, or that the default was excusable or the termination for cause was in error, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DEPARTMENT pursuant to Article 7.1. The rights and remedies of the DEPARTMENT in this clause are in addition to any other rights and remedies provided by law or under this Contract.

7.2.1 For cause termination shall be defined as default, breach, or failure of the RECIPIENT to fulfill any of its obligations hereunder.

7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the RECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following: (1) temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT; (2) disallow all or part of the cost of the services not in compliance; and/or (3) wholly or partly suspend or terminate this contract.

7.3 Obligations of parties upon termination.

7.3.1 The DEPARTMENT shall pay and/or reimburse RECIPIENT for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the DEPARTMENT. Upon the effective date of termination, the DEPARTMENT shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.

7.3.2 The RECIPIENT shall:

7.3.2.1 If the RECIPIENT decides to withdraw from participation in state matching funds under Chapter 388, F.S., prior to the end of the contract period, the RECIPIENT shall continue to submit the required reports until all funds received by the RECIPIENT as of the date of withdrawal are exhausted.

7.3.2.2 Stop all work, make no further changes to completed work, and place no further orders related to this AGREEMENT, except that which may be needed to wind-down the contract or may be directed by the DEPARTMENT during the notice period.

7.3.2.3 Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.

7.3.2.4 Take actions necessary, or that the DEPARTMENT may direct, for the protection and preservation of the work produced under this AGREEMENT.

7.3.2.5 Return and deliver to the DEPARTMENT its property and/or inventoried items in the possession of contractor and/or its employees or subcontractors.

7.3.2.6 Disclose, transfer, and assign to the DEPARTMENT all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this AGREEMENT.

7.3.2.7 Not be entitled to recover any cancellation charges or lost profits.

7.4 Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this AGREEMENT. Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance and its anticipated duration.

7.5 Notwithstanding the items listed above, the RECIPIENT shall not be relieved of liability to the DEPARTMENT for damages sustained by the DEPARTMENT by virtue of any termination, default or breach of this AGREEMENT by the RECIPIENT.

ARTICLE 8: FINANCIAL MATTERS

8.1 The RECIPIENT is hereby prohibited from expending any of the funds provided hereunder for the purpose of lobbying the Legislature, the judicial branch or a state agency.

8.2 The RECIPIENT shall maintain books, papers, records, and documents (Records) in accordance with generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

8.3 The Recipient shall comply with all applicable requirements of Section 215.97, F.S., and audit requirements for awards of state funded financial assistance. If the Recipient is required to undergo an audit, Recipient shall promptly provide all related Records to the auditor.

8.4 State funds received by RECIPIENT shall be deposited in a separate depository account from local funds received. Disbursements shall be made on pre-numbered checks or warrants drawn on the separate depository account from the local funds. Local and state funds shall be deposited in banks designated as depositories of public funds in accordance with provisions of Section 658.60, F.S..

8.5 In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of $750,000 in its fiscal year, the RECIPIENT must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the RECIPIENT shall consider all sources of state financial assistance, including state financial assistance received from this Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

8.6 Audits conducted pursuant to Section 215.97, F.S., shall be: performed annually and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

8.7 Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt the RECIPIENT from compliance with provisions of law relating to maintaining records concerning state financial assistance or allowing access and examination of those records by the DEPARTMENT, the Chief Financial Officer, or the Auditor General.

8.8 If the RECIPIENT expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. If however, the RECIPIENT elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from RECIPIENT's resources other than that which is obtained from the DEPARTMENT.

8.9 The DEPARMENT shall provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of Section 215.97, F.S.

8.10 The DEPARTMENT, the Department of Financial Services, and the State's Auditor General shall have access to the RECIPIENT's Records and the RECIPIENT's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The RECIPIENT is required to maintain sufficient Records and supporting documents demonstrating its compliance with the terms of this AGREEMENT for a period of five years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such Records upon request.

8.11 Section 215.97, F.S., does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.

8.12 RECIPIENT shall provide one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this AGREEMENT shall be submitted by or on behalf of the RECIPIENT directly to each of the following:

The Florida Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building

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407 South Calhoun Street
Tallahassee, Florida 32399-0800

The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

8.13 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 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

8.14 RECIPIENT shall ensure expenditures of state financial assistance is in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.

8.15 The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.

8.16 Any funds paid in excess of the amount to which the RECIPIENT is entitled under this AGREEMENT must be refunded to the DEPARTMENT.

ARTICLE 9: GENERAL PROVISIONS

9.1 Independent Contractor. The RECIPIENT, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the DEPARTMENT.

9.2 The RECIPIENT shall not pledge the DEPARTMENT's credit or make the DEPARTMENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

9.3 Indemnification: Sovereign Entity. RECIPIENT warrants and represents that it is a sovereign entity and assumes all risk of personal injury and property damage attributable to the negligent or intentional acts or omissions of RECIPIENT and the officers, employees, servants, and agents thereof while acting within the scope of their employment by the RECIPIENT. DEPARTMENT and RECIPIENT agree that nothing contained herein shall be construed or interpreted as a waiver of the RECIPIENT's or DEPARTMENT's sovereign immunity beyond that provided in § 768.28, Florida Statutes.

9.4 Liability. The DEPARTMENT shall not assume any liability for the acts, omissions to act or negligence of the RECIPIENT, its agents, servants, and employees, nor shall the RECIPIENT disclaim its own negligence to the DEPARTMENT or any third party.

9.4.1 The RECIPIENT shall maintain, during the period of this AGREEMENT, liability insurance for the services to be rendered in accordance with industry standards as appropriate.

9.5 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

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9.6 Entire Agreement. The instrument, including any attachments or exhibits, embodies the entire agreement of the Parties. This AGREEMENT supersedes all previous oral or written communications, representations, or agreements on this subject.

9.7 Applicable Law and Venue. This AGREEMENT shall be governed by the laws of the State of Florida with venue in Leon County, Florida.

9.8 Severability. In the event that any one or more of the provisions of this AGREEMENT shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this AGREEMENT invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the F.S. and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

9.9 Paragraph Headings. Paragraph headings contained in this AGREEMENT are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this AGREEMENT.

9.10 Compliance. RECIPIENT shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this AGREEMENT.

9.11 Subcontracting. RECIPIENT agrees that all services to be performed hereunder shall be performed solely by the RECIPIENT and may not be subcontracted for or assigned without the prior written consent of DEPARTMENT. Consent may be withheld by DEPARTMENT for any reason, or granted subject to RECIPIENT’s compliance with one or more of the following: (1) RECIPIENT purchasing, at its sole expense, a payment bond in a form and amount that DEPARTMENT determines to be adequate to protect suppliers of labor and material; and (2) RECIPIENT disclosing information satisfactory to DEPARTMENT regarding each subcontractor to perform services hereunder, including a description of the subcontractor’s organization, ability to provide applicable services, cost to perform applicable services, previous work experience, and relationship to the RECIPIENT.

9.12 Survival. The termination of this AGREEMENT (whether by expiration, completion, the exercise of a termination right hereunder), will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination.

9.13 This AGREEMENT may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this AGREEMENT warrants that he or she is duly authorized to do so and to bind the respective party to the AGREEMENT.

9.14 The delay or failure by the DEPARTMENT to exercise or enforce any of its rights under this AGREEMENT shall not constitute or be deemed a waiver of the DEPARTMENT’s right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

9.15 Administration of the Agreement.

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The contract manager for the DEPARTMENT is **SHALINDA WOODS** and is located at **DIVISION OF AGRICULTURAL ENVIRONMENTAL SERVICES, 3125 CONNER BOULEVARD, SUITE E, TALLAHASSEE, FLORIDA 32399-1650, OFFICE NUMBER (850) 617-7933, EMAIL ADDRESS: SHALINDA.WOODS@FDACS.GOV.**

The contract manager for the RECIPIENT is **RICHARD CHRISTOFF, DIRECTOR** and is located at **2200 N.E. ROAN STREET, ARCADIA, FL 34266, OFFICE NUMBER: (863) 993-4831, EMAIL ADDRESS: R.CHRISTOFF@DESOTOBOCC.COM.**

Substitution of a contract manager by any party after execution of this AGREEMENT shall not require a formal amendment of this AGREEMENT; however, the other contract manager shall be informed in writing within seven (7) business days of the substitution.

9.16 Notices. Any notice required or permitted under this AGREEMENT shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth in Section 9.14 with a copy to:

DEPARTMENT: Florida Department of Agriculture and Consumer Services, Office of General Counsel, The Mayo Building, Suite 520, 407 S. Calhoun Street, Tallahassee, FL 32399, Attn: General Counsel

RECIPIENT: **DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS, 2200 N.E. ROAN STREET, ARCADIA, FL 34266**

9.17 Tangible Property. All equipment purchased pursuant to Chapter 388, F.S., with state funds made available directly to RECIPIENT shall become the property of the RECIPIENT unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the RECIPIENT.

9.17.1 The DEPARTMENT, upon notifying RECIPIENT and obtaining its approval, is authorized to transfer equipment, materials, and personnel from one district to another in the event of an emergency brought about by an arthropod borne epidemic or other disaster requiring emergency control.

9.17.2 Surplus property shall be disposed of according to the provisions set forth in Section 274.05, Florida Statutes, with the following exceptions: Serviceable equipment no longer needed by RECIPIENT shall first be offered to any or all other counties or districts engaged in mosquito control at a price established by the board of commissioners owning the equipment. If no acceptable offer is received within two weeks, the equipment shall be offered to such other governmental units or private nonprofit agencies as provided in Section 274.05, F.S..

9.17.3 The alternative procedure for disposal of surplus property, as prescribed in Section 274.06, F.S., shall be followed if it has been determined no other county, district, governmental unit, or private nonprofit agency has need for the equipment. All proceeds from the sale of any real or tangible personal property owned by RECIPIENT shall be deposited in the county or district mosquito control state fund account unless otherwise specifically designated by the DEPARTMENT.

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ARTICLE 10: *RESERVED*

ARTICLE 11: MANDATORY CERTIFICATIONS (Note: does not apply to individuals or private citizens).

11.1 ***RESERVED***

11.2 In the event that the Recipient receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, or this Agreement results from the Recipient being named in statute as the required Recipient of a sole-source, public-private Agreement, then the Recipient shall provide an annual report to the Department due on or before June 30th.

11.2.1 An annual report shall be required for each year that this Agreement remains in existence. The report shall detail the total compensation of the Recipient's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the Recipient's IRS Form 990.

11.2.2 Recipient understands and agrees that it must provide Department written notice detailing any change in executive compensation in the intervening period between annual reports.

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits, hereto, the parties have caused to be executed this AGREEMENT by the undersigned officials duly authorized:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	RECIPIENT
Joey B. Hicks	
Signature	Signature
Director, Division of Administration	
Title	Title
9/19/2025	
Date	Date

DeSoto County

10/14/2025

Item #: 5.

☒ 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 09-08-2025 & 09-09-2025

REQUESTED MOTION:
To Approve the minutes for the BOCC Public Metting 09-08-2025 and 09-09-2025

SUMMARY:
Minutes

BACKGROUND:
Minutes

DeSoto County
Board of County Commissioners
Meeting Minutes

Monday, September 8, 2025 **6:30 PM**

Tentative Budget Hearing

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

PRESENTATION

1. **PowerPoint presentation on the 2025-2026 Budget**

Attachments: Tentative Budget Hearing (09-08-2025) FINAL FY25-26 (09-04-2(

Brian Wagner presented the county's tentative budget for FY25 totals $178.3 million, including $37.8 million in grants. The general fund is $66.7 million, with allocations covering the BOCC, capital, contingencies, transfers, and constitutional officers. The Sheriff's Office accounts for the largest portion (86.5%) of the constitutional officer funding. Key financial changes include reducing the ad valorem millage rate from 7.6143 to 6.8675, lowering revenues by about $2 million. To offset this, the law enforcement MSTU increases from 2.4399 to 2.9406, reflecting nearly a $2 million rise in the Sheriff's budget, while fire/EMS rates rise 15%. Capital projects include animal control, code enforcement, IT, parks, and EMS equipment, plus major transportation paving and bridge projects. Special projects add a public safety training tower ($1.2M), and enterprise funds (landfill and utilities) include significant capital and reserve allocations.The proposed millage of 9.4508 represents a 0.35% reduction from the rollback rate. Overall, the budget balances tax reductions with increased funding for law enforcement, fire/EMS, infrastructure, and capital improvements.

PUBLIC HEARING

Several community members and their representatives expressed concerns over the proposed tax assessment increases, citing that such changes could impose financial hardship on property owners-many of whom are retired and living on fixed incomes. Others raised questions about discrepancies in their TRIM notices.

CONSENT AGENDA-MOTION TO APPROVE

Approval of the Consent Agenda

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

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

2. **Resolution/Golden Melody Lighting District Special Assessment Rate 2025-2026**

   Attachments: Golden Melody Rate Resolution 2025

   Enactment No: 2025-072

3. **Resolution/Harlem Heights Lighting District Special Assessment Rate 2025-2026**

   Attachments: Harlem Heights Rate Resolution 2025

   Enactment No: 2025-073

4. **Resolution/Kings Crossing Lightning District Special Assessment Rate 2025-2026**

   Attachments: Kings Crossing Rate Resolution 2025

   Enactment No: 2025-074

5. **Resolution/Lake Suzy Lighting District Special Assessment Rate 2025-2026**

   Attachments: Lake Suzy Rate Resolution 2025

   Enactment No: 2025-075

6. **Resolution/Ogden Acres Lighting District Special Assessment Rate 2025-2026**

   Attachments: Ogden Acres Rate Resolution 2025

   Enactment No: 2025-076

7. **Resolution/Peace River Lighting District Special Assessment Rate 2025-2026**

   Attachments: Peace River Rate Resolution 2025

   Enactment No: 2025-077

8. **Resolution/Spring Lake Lighting District Special Assessment Rates 2025-2026**

   Attachments: Spring Lake Rate Resolution 2025

   Enactment No: 2025-078

9. **Resolution/Sunny Breeze Lighting District Special Assessment Rates 2025-2026**

   Attachments: Sunny Breeze Rate Resolution 2025

   Enactment No: 2025-079

10. **Resolution/Solid Waste Disposal (Landfill) Benefit Unit Special Assessment Rate 2025-2026**

    Attachments: Resolution Solid Waste Disposal

    Enactment No: 2025-080

REGULAR BUSINESS

11. Assessment Rate Resolution/Fire Protection Services

Attachments: amended and restated FAR_8-12-25 draft

Mandy Hines presented a request to approve the rate Resolution for the Fire Protection Services Tax Assessment. After discussions during budget workshops the board selected the option that generates 15% more revenue, which is based on property class not a flat 15% increase per person, which will raise about $2,344,729 and is offset by a millage reduction that lowers the public safety transfer. There was further discussion from the board to address the concerns of constituents.

A motion was made by Commissioner Schaefer, 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: 2025-081

12. Assessment Rate Resolution/Emergency Medical Services

Attachments: AmendedandRestatedFAR_EMS Tax_8-12-25 draft

Mandy Hines presented a request to approve the rate Resolution for the Emergency Medical Services Tax Assessment. She stated just as with the Fire Protection Services The rates reflect the revenue neutral as the base, and increases the amount recovered through the assessment 15%.

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

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

Enactment No: 2025-082

13. Resolution/Residential Solid Waste Collection and Disposal Rate 2025/2026

Attachments: Resolution 2025-2026 Solid Waste Assessment

Mandy Hines presented a request to adopt the Resolution setting the Solid Waste Collection and Disposal Residential Rate for Fiscal Year 2025/2026 at $239.30 per unit representing a 6% increase on the hauling portion of the rate. Aubrey Schurlknight with Womack Sanitation gave a presentation requesting approval of increase. There was further discussion centered around the pending audit.

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

Aye: Schaefer, Hickox, Langford, and Gross

Nay: Deriso

Enactment No: 2025-083

14. Resolution 2025-2026 Tentative Millage Rates

Attachments: Tentative Millage Resolution 2025-2026_9-08-2025

Brian Wagner presented a request to adopt the resolution for the tentative levying of AD Valorem taxes for Desoto County for fiscal year 2025/2026.

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

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

Enactment No: 2025-084

15. Resolution 2025-2026 Tentative Budget

Attachments: Tenative Budget Resolution 2025-2026 09-08-2025

Brian Wagner presented a request to adopt the resolution for the tentative budget for Desoto County for fiscal year 2025/2026.

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

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

Enactment No: 2025-085

ADJOURNMENT

Being no further business before the Board, Chairman Deriso adjourned the meeting at 7:30PM

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

_____
MANDY HINES
COUNTY ADMINISTRATOR

_____
J.C. DERISO
CHAIRMAN

16. Supplemental Documents 09-08-2025 Public Meeting

Attachments: Supplemental Documents 09-08-2025
7-22-25 Womack Sanitation
09-08-2025 BOCC Speaker cards

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

DeSoto County

Board of County Commissioners

Meeting Minutes - Final

Tuesday, September 9, 2025 **9:00 AM**

CALL TO ORDER

ROLL CALL

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

TURN OFF OR SILENCE ALL CELL PHONES

PRAYER/PLEDGE OF ALLEGIANCE

Amanda Reuter gave the invocation.

INTRODUCTION OF ELECTED OFFICIALS

Sheriff Potter Desoto County Sheriffs Department , Debbie Wertz Supervisor of Elections and Susan Pooley Tax Collector were present.

SET/AMEND

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

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

PUBLIC FORUM FOR NON-AGENDA ITEMS

Mr. Joseph Manori reiterated his ongoing efforts to rezone his property, aiming to reopen his for-profit camping facility, he emphasized would contribute to increased tourism revenue for DeSoto County.

CONSENT AGENDA-MOTION TO APPROVE

Approval of the Consent Agenda

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

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

1. **2025/2026 Annual Certified Budget for Mosquito Control**

   Attachments: Annual Cert. Budget 2025 - 2026

2. **To approve the 2025/2026 Detailed Work Plan Budget Mosquito Control**

Attachments: Detailed Work Budget Plan 2025-2026

3. **Agreement Amendment / 2nd Renewal / Truist Bank**

Attachments: 21-21-00RFP Amendment #2

4. **Declaration of Surplus Property**

Attachments: Surplus Declared 09-09-25

REGULAR BUSINESS

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

Attachments: Resolution
Summary and Narrative
2025-146 Tax Collector
2025-147 Utilities Ops-Wastewater

Brian Wagner presented a request to adopt a Resolution relating to budget amendments 2025-146 and 2025-147 amending and supplementing the budget for the fiscal year 2024/2025.

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

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

Enactment No: 2025-086

6. **Agreement/Purvis, Gray & Company, LLP**

Attachments: Audit Engagement Letter - DeSoto County.pdf

Peter Danao presented a request To approve the letter of engagement with Purvis Gray & Company, LLP for their financial audit services of fiscal year 2024/2025.

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

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

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

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

Peter Danao To approve accounts and warrants drawn according to Schedule(s) of Bills Payable August 12, 2025-August 25, 2025.

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

Aye: Deriso, Schaefer, Langford, and Gross

Recused: Hickox

8. **Contract Award / Accurate Drilling Systems, Inc. / State Road 31 Force Main Replacement Project**

Attachments: 25-17-00ITB Contract (revised)
25-17-00ITB Bid Tabulation

Greg Harris presented a request Approve the Contract with Accurate Drilling Systems, Incorporated, for the State Road 31 Force Main Replacement Project.

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

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

9. Fiscal Year 2024/25 Annual Road Paving Project - Change Order #2

Attachments: 25-13-00ITB Change Order 2

Michael Giardullo presented a request to approve a change order to pave West Farms Road and NW Wuthrich Avenue.

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

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

10. Resolution Excluding Certain Tax Notices 2025

Attachments: Resolution 2025 - Excluding Certain Tax Notices

Valerie Vicente, County Attorney presented a request to adopt a resolution excluding tax notices which are $5.00 or less. Susan Pooley, Tax Collector also made the request stating the cost of collection would exceed a minimum ad valorem tax bill of $5.00, she also requested that the Board authorize her not to mail tax notices for amounts of $5.00 or less. as well as direct the Property Appraiser not to extend the tax roll for any parcel with a tax amount of $5.00 or less.

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

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

Enactment No: 2025-087

11. Resolution Extending Tax Rolls 2025

Attachments: Resolution 2025 - Extending Assessment Rolls

Susan Pooley, Tax Collector made the request to adopt a resolution that completion of the tax roll be extended until completion of the Value Adjustment Board hearings.

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

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

Enactment No: 2025-088

ADMINISTRATOR'S REPORT

County Administrator Mandy Hines proudly announced that DeSoto County's Economic Development Director, Sondra Guffey, was selected from over 300 applicants to receive the prestigious Gold Flagler Award for the "Florida Wild" campaign a powerful initiative that

celebrates the county's distinctive natural beauty and rich heritage.

COUNTY ATTORNEY'S REPORT

County Attorney Valerie Vicente provided a status report on the cease and desist order issued to a local restaurant in August. Following the order, the property owner's attorney contacted the county, expressing a willingness to work toward compliance. However, the Code Enforcement hearing scheduled for August 28, 2025, was postponed due to a notice-related issue.Since that time, the owner has submitted a revised improvement plan, which is currently under county review. Despite these developments, the restaurant continues to operate without the required conditional use approval. Ms. Vicente requested direction from the Board on whether to await the rescheduled Code Enforcement hearing on September 23, 2025, or to initiate litigation seeking an injunction to compel closure. She noted that a new engineer has been working with the county since July and has made progress toward bringing the property into compliance. Board and staff discussion focused on the ongoing operation of the business despite repeated notices, and the potential need to pursue legal action to enforce closure until all necessary approvals are obtained. A consensus of the Board agreed to have the County Attorney initiate litigation against the restaurant. It was acknowledged that any litigation could be dismissed if the owner achieves full compliance before the case is resolved..

BOARD MEMBER COMMENTS

The Commissioners thanked the staff for all their hard work. They congratulated Sheriff Potter for his for his ongoing service and his impactful efforts to protect the community-particularly through his educational outreach to youth aimed at preventing crimes against children. The Board also reminded the public of the upcoming 9/11 remembrance ceremony to be held at the county courthouse.In addition, the Commissioners discussed the potential implications of the State of Florida's proposal to abolish property tax, noting how such a change could significantly affect county government operations and funding. Commissioner Deriso raised concerns regarding the Route 72 mulch facility, noting increased activity and deviations from the approved plans including FDOT access and operational limits. Staff will review and pursue corrective actions to ensure adherence with the boards approval.

ADJOURNMENT

Being no further business before the Board, Chairman Deriso adjourned the meeting at 11:54am

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

_____
MANDY HINES
COUNTY ADMINISTRATOR

_____
J.C. DERISO
CHAIRMAN

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

10/14/2025

Item #: 6.

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

DEPARTMENT: Emergency Management
SUBMITTED BY: **Richard Christoff**
PRESENTED BY: **Richard Christoff**

TITLE & DESCRIPTION:
Emergency Preparedness and Assistance Grant (EMPA)

REQUESTED MOTION:
To approve the Emergency Preparedness and Assistance Grant (EMPA) between the Florida Division of Emergency Management (FDEM) and the Desoto County Board of County Commissioners (BOCC)

SUMMARY:
The EMPA grant amount of $105,806 is used to reimburse the county for allowable costs incurred by the county.

BACKGROUND:
This is a cost reimbursement grant for which Desoto County has received funds from since 1994. The purpose of this grant is to enhance the Emergency Management Program.

FUNDS:
Budget Amount: **$105,806**
Actual Agenda Item: **N/A**
Cost: **N/A**
Account Number: **N/A**
Explanation: **N/A**

Agreement Number: **A0555**

STATE-FUNDED GRANT AGREEMENT
EMERGENCY PREPARDNESS AND ASSISTANCE GRANT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

THEREFORE, the Division AND Recipient agree to the following:

(1) SCOPE OF WORK

(a) The Recipient shall perform the work in accordance with the Scope of Work (Attachment A) and Proposed Budget Detail Worksheet (Attachment A (2)), of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

(a) As required by Section 215.971(1), Florida Statutes, this Agreement includes:

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

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

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

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

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

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

(b) In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations, including those identified in the Scope of Work (Attachment A). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) PERIOD OF AGREEMENT

This Agreement shall begin **July 1, 2025,** and shall end on **June 30, 2026**, unless terminated earlier in accordance with the provisions of Paragraph (12) TERMINATION. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of Agreement.

(4) FUNDING CONSIDERATION

(a) This is a fixed-cost Agreement, subject to the availability of funds. Upon satisfactory completion of each deliverable, the first, second, third, and fourth payment request may be submitted for a fixed amount of **$26,451.50** each quarter. Upon submission of a request for payment, Recipient must also submit a Quarterly Report of expenditures to the Division's Grants Manager consistent with the Scope of Work (Attachment A).

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

(c) The Division will reimburse the Recipient only for the allowable costs incurred by the Recipient for the completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in the Proposed Budget Detail Worksheet (Attachment A (2)) The maximum reimbursement amount for the entirety of this Agreement is **$105,806.00**.

(d) The Division will review quarterly requests for reimbursement by comparing the documentation provided by the Recipient against a performance measure outlined in Scope of Work (Attachment A), and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment C) which clearly delineates:

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

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

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

(f) For the purposes of this Agreement, the term "improper payment" means or includes:

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

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

(g) As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accord with Section 112.061, Florida Statutes. The Recipient must submit submission of the claim on either their local travel voucher with supporting documentation and their local travel policy, or on the approved state travel voucher.

(5) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress of all Recipients and subcontractors in completing the work described in the Scope of Work (Attachment A) and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

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

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. “Acceptable to the Division" means that the work product was completed in accordance with the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A).

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

(f) The Recipient shall provide additional reports and information identified in the Division of Emergency Management Enterprise Solution (DEMES).

(6) MONITORING

(a) The Division is responsible for and shall monitor Recipients performance under this Agreement. Recipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

(b) In addition to reviews of audits conducted in accordance with Exhibit 1 – Audit Requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by Division staff, limited scope audits, and other procedures.

(c) Monitoring visits are performed to confirm grant requirements are being fulfilled to ensure correct and accurate documentation is being generated and to assist with any questions or concerns Recipients may have related to the grant. Recipients will be monitored programmatically and financially by the Division to ensure that all grant activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

(d) On-site monitoring visits will be performed according to Division schedules, as requested, or as needed. At minimum, Recipients will receive monitoring from the Division once per year. If an on-site visit cannot be arranged, the Recipient may be asked to perform desk review monitoring. Additional monitoring visits may be conducted throughout the period of performance as part of corrective action when Recipients are demonstrating non-compliance.

(7) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor’s progress in performing its work under this Agreement. For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

(8) AUDITS

(a) In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 C.F.R. §200.49, GAAP “has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”

(b) When conducting an audit of the Recipient’s performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards (“GAGAS”). As defined by 2 C.F.R. §200.50, GAGAS, “also known as the Yellow Book, means generally accepted government

auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

(c) If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

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

(e) The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com
DEMSingle_Audit@em.myflorida.com
OR
Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(9) LIABILITY

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

(b) As required by Section 768.28(19), Florida Statutes, any Recipient which is a state agency or subdivision, as defined in Section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in

Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11) REMEDIES; however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information; or,

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

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

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

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

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

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

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

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

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

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

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

(f) Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

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

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

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

(d) In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due to the Division from the Recipient is determined.

(13) PROCUREMENT

(a) The Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§

200.318 through 200.327, Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”), and Section 287.057, Florida Statutes.

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

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

(d) Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division’s review and comments shall not constitute an approval of the solicitation. Regardless of the Division’s review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the seven (7) business day window outlined above. If the Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (12) above; and,

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

(e) Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Recipient within seven (7) business days.

Consistent with 2 C.F.R. § 200.325, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the seven (7) business day window outlined above. If the Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

ii. Refuse to reimburse the Recipient for any costs associated with that subcontract.

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

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

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

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

ii. Require unnecessary experience or excessive bonding;

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

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

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

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

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

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

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

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

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

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

(14) ATTACHMENTS AND EXHIBITS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 – Single Audits

Exhibit 2 – EM Director Certification

Attachment A – Scope of Work

Attachment A (1) – Allowable Costs and Eligible Activities – Budget Directions

Attachment A (2) – Proposed Program Budget Detail Worksheet

Attachment A (3) – Quarterly Reports

Attachment B – Justification of Advance Payment

Attachment C – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment D – Warranties and Representations

Attachment E – Statement of Assurances

(15) NOTICE OF CONTACT

(a) All notices provided by Recipient under or pursuant to this Agreement shall be in writing to Division's Grant Manager and delivered by standard or electronic mail using the correct information provided in Subparagraph 15(b) below.

(b) The name and address of Division's Grant Manager for this Agreement is:

Division Contractual Point of Contact
Type text here Tamisha Jenkins 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4328 Tamisha.jenkins@em.myflorida.com

(c) The name and address of Division's Programmatic Reviewer for this Agreement is:

Division Programmatic Point of Contact
Clesha Pennywell 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4310 Clesha.Pennywell@em.myflorida.com

(d) The name and address of Representative of the Recipient responsible for the administration of this Agreement is:

Name:	Richard Christoff
Title:	Emergency Management Director
Address:	2200 N.E. Roan St. Arcadia, FL 34266
Phone:	863-993-4831
Email:	r.christoff@desotobocc.com

(16) PAYMENTS

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

advance, if any, payment shall be made on a reimbursement basis as needed. FDEM will only advance 50% of the total award amount.

(b) Invoices shall be submitted to include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within forty-five (45) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Recipient's quarterly reporting as referenced in Paragraph (5) REPORTS of this Agreement.

(c) If the necessary funds are not available to fund this Agreement as a result of action by the State Chief Financial Officer or under Paragraph (4) FUNDING CONSIDERATION of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(17) REPAYMENTS

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

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(18) MANDATED CONDITIONS AND OTHER LAWS

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

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

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

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

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

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

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

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

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in Paragraph (18)(f)(ii) of this certification; and,

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

(g) If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

(h) In addition, the Recipient shall send to the Division (via Division of Emergency Management Enterprise Solutions (DEMES)) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment C) for each intended subcontractor which

Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

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

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

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

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

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

(19) STATE REQUIREMENTS PERTAINING TO LOBBYING

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

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

(20) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE

OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

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

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

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

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

(21) LEGAL AUTHORIZATION.

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

(22) STATEMENT AND ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(23) RECORDS

(a) As a condition of receiving state financial assistance, and as required by Sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

(b) The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

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

(d) Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private

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

(e) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the (Attachment A 2) – Proposed Budget Detail Worksheet and Scope of Work (Attachment A) - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(24) TERMS AND CONDITION

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

(25) EXECUTION

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

(26) MODIFICATION

Either Party may request modification of the provisions of this agreement. Modifications of provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

(27) CONSTRUCTION AND RENOVATION

Construction and renovation projects for a local government's principal Emergency Operations Center (EOC) are allowable under the EMPA Program. The Division must provide written approval prior to the use of any EMPA Program funds for construction or renovation. Requests for EMPA Program funds for construction of an EOC must be accompanied by a justification to their EMPA Grant Manager for review and processing. The above examples are not intended to exclude other construction projects as potentially allowable costs. For

example, construction of a facility for the storage of critical emergency supplies, as a Point of Distribution (POD) for emergency distribution, and/or to serve as a staging area for deployment of emergency response resources is potentially an allowable expense. Other construction or renovation projects, such as a secondary or local EOC, will be considered on a case-by-case basis, with advance written approval.

(28) REAL PROPERTY AND STATE SECURITY INTEREST

In accordance with section 287.05805, Florida Statutes, if any state funds are utilized for the acquisition of real property or for improvements to real property, the Contractor or Political Subdivision receiving such funds must grant the State of Florida a security interest in the subject property. This security interest shall be, at a minimum, equivalent to the total amount of state funds provided. The security interest must remain in effect for a period of at least five (5) years from the date of property purchase or the date of completion of the improvements, or for a longer duration if so, mandated by applicable law.

(29) CONTRACTING WITH SMALL AND MINORITY BUSINESSES

(a) If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. § 200.321 and Section 288.703, Florida Statutes, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

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

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

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

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

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

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

(b) The requirement outlined in subparagraph (a) above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of

a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

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

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

STATE OF FLORIDA

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

STATE - FUNDED SUBAWARD AND GRANT AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date set forth below.

RECIPIENT:

By: _____

J.C. Deriso, DeSoto County BOCC Chairman

(Name and Title)

Date: 10/14/2025

59-6000579

Federal Identification Number

GH9DBEQV5KK3

UEID/SAM Number

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Kevin Guthrie, Division Director

Date: _____

FY 2025 EMPA AGREEMENT
EXHIBIT 1 – SINGLE AUDITS

AUDIT COMPLIANCE CERTIFICATION	
Email a copy of this form at the time of agreement submission to the Division at: DEMSingle_Audit@em.myflorida.com.	
Recipient: DeSoto County Board of County Commissioners	
FEIN: 59-6000579-010	**Sub- Recipient's Fiscal Year:** 10/1/25-9/30/26
Contact Name: Peter Danao	**Contact's Phone:** 863-993-4687
Contact's Email: p.danao@desotobocc.com	

1. Did Recipient expend the 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 Recipient and the Florida Division of Emergency Management (Division)? ☑Yes ☐No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Recipient exceed $750,000 or more of State financial assistance (from DIVISION and all other sources of State financial assistance combined) during its fiscal year? ☑Yes ☐No

   If yes, Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did **Recipient** 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 Recipient and Division? ☑Yes ☐No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Recipient exceed $750,000 or more of federal awards (from Division and all other sources of federal awards combined) during its fiscal year? ☑Yes ☐No

   If yes, Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.

By signing below, I certify, on behalf of Recipient, that the above representations for items 1 and 2 are correct.

Peter Danao	9/29/2025
Signature of Authorized Representative	**Date**
Peter Danao	Finance Director
Printed Name of Authorized Representative	**Title of Authorized Representative**

FY 2025 EMPA
AGREEMENT
EXHIBIT 2–EM DIRECTOR
CERTIFICATION

In accordance with the 2025 Emergency Management Preparedness and Assistance Grant agreement, which shall begin July 1, 2025, and shall end on June 30, 2026, and to remain consistent with section 252.38(1)(c), Florida Statutes and Rules 27P-19.005(4) and (5), Florida Administrative Code, in order to receive EMPA funding, each County Emergency Management Agency shall annually certify on their Exhibit 3 their commitment to employ and maintain a Director.

I, J.C. Deriso (Name) certify compliance with the requirements for the 2025 Emergency Management Preparedness and Assistance grant program.

DeSoto County BOCC (Recipient) has employed an Emergency Management Director (EM Director) pursuant to Section 252.38(3)(b), Florida Statutes.

I, J.C. Deriso also certify that I am the official representative for

DeSoto County BOCC (Recipient) and have authority to bind DeSoto County BOCC (Recipient) to this certification of compliance.

Signed by: _____

Printed Name: J.C. Deriso

Title: BOCC Chairman

Date: 10/14/2025

Phone/Email: 863-993-4800/jc.deriso@desotobocc.com

Attachment A
Scope of Work
FY 2025 EMPA Agreement

I. GENERAL POLICY

The purpose of the Emergency Management Preparedness and Assistance Grant (EMPA) is to provide state funds to assist local governments in preparing for all hazards as authorized by Section 252.373, Florida Statutes. Funds shall be allocated to implement and administer county emergency management programs, to support the following activities:

- **Planning**
- **Organization**
- **Equipment**
- **Training**
- **Exercise, and**
- **Management and Administration**

Pursuant to Rule 27P-19.010(11), Florida Administrative Code, the Division shall determine allowable costs in accordance with 48 C.F.R. Part 31, entitled "Contract Cost Principles and Procedures." 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

II. TASKS AND QUARTERLY DELIVERABLES

Recipient shall support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the National Preparedness Goal.

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/emergencies.

The Recipient must successfully complete the following Tasks and Deliverables throughout the period of performance. Quarterly deliverables must be uploaded through the Division of Emergency Management Enterprise Solution (DEMES) portal.

Q1 TASK 1: CERTIFICATION OF COUNTY EMERGENCY MANAGEMENT STAFF

EMERGENCY MANAGEMENT DIRECTOR AND STAFF CERTIFICATION

Pursuant to Section 252.38(1)(c), Florida Statutes, the County Emergency Management Agency shall perform emergency management functions throughout the jurisdictional limits of the county in which it is organized.

Pursuant to Rule 27P-19.004, Florida Administrative Code, each County Emergency Management Agency must annually certify their commitment to employ and maintain a director consistent with Rule 27P-19.005(4) and (5), Florida Administrative Code.

To demonstrate successful completion, the Recipient must submit the following into DEMES:

DELIVERABLES:

- **Exhibit 2** – Certification letter for the Emergency Management Director in accordance with Rule 27P-19.004, Florida Administrative Code, in accordance with Table below.

- **Reporting Form 4** – Staffing Detail and Position Descriptions for funded emergency management staff.

Q1 TASK 2: STATE MUTUAL AID AGREEMENT (SMAA)

Pursuant to sSection 252.38(1)(c), Florida Statutes, the County Emergency Management Agency shall perform emergency management functions within the territorial limits of the county within which it is organized and, in addition, shall conduct such activities outside its territorial limits as are required pursuant to sections 252.31-252.90, Florida Statutes, and in accordance with state and county emergency management plans and mutual aid agreements. Counties shall serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post disaster emergency operations.

To demonstrate successful completion, the Recipient must submit the following into DEMES:

DELIVERABLES:

- **Self-Submittal** – Submit the executed Statewide Mutual Aid Agreement in accordance with section 252.38, Florida Statutes, Emergency management powers of political subdivisions.

REPORTING REQUIREMENTS

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	**Updates Only**	**Updates Only**	**Updates Only**

Q2 TASK 1: TRAINING AND EXERCISE

INTEGRATED PREPAREDNESS PLAN (IPP)

The County Emergency Management Agency shall be required to engage senior leaders and other whole community stakeholders to identify preparedness priorities specific to training and exercise needs, which will guide development of the county's multi-year IPP. The IPP should identify a combination of planning, training and exercise activities that address preparedness priorities and capability gaps based on planning efforts, hazard and risk assessments, and exercise/incident after-action reviews (AARs).

The State of Florida uses the Integrated Preparedness Plan Workshop (IPPW) process to synchronize local IPP's into a statewide IPP. Sub-Recipients shall have a representative participate in their Regional IPPW, and EMPG funded personnel are encouraged to attend.

To demonstrate successful completion, the Recipient must submit the following in DEMES:

DELIVERABLES:

- Submit the County 2028-2029 IPP Data Sheets by January 12, 2026, in DEMES
- Proof of participation by a representative of the Subrecipient in the appropriate Regional IPP Workshop (IPPW)

Q2 TASK 2: TRAINING AND EXERCISE

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) IMPLEMENTATION

All EMPA Program-funded personnel are expected to be trained emergency managers. All EMPA funded personnel must complete either the NIMS Independent Study courses and the Professional Development Series, or the FEMA National Emergency Management Basic Academy delivered either by EMI or at a sponsored state, local or other designated location. (AARs).

- NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version) 4, **and**
- Professional Development Series (PDS) or the Emergency Management Professionals Program (EMPP) Basic Academy courses listed in the chart below.

PDS Professional Development Series	**OR**	**Basic Academy** Basic Academy Pre-requisites and Courses
IS-120.a: An Introduction to Exercises		IS-100 (any version): Introduction to the Incident Command System
IS-230.d: Fundamentals of Emergency Management		IS-700 (any version): National Incident Management System (NIMS)-An Introduction
IS-235.b: Emergency Planning		IS-800 (any version): National Response Framework, An Introduction
IS-240.b: Leadership and Influence		IS-230.d: Fundamentals of Emergency Management
IS-241.b: Decision Making and Problem Solving		E/L101: Foundations of Emergency Management
IS-242.b: Effective Communication		E/L102: Science of Disasters
IS-244.b: Developing and Managing Volunteers		E/L103: Planning Emergency Operations
IS-244.b: Developing and Managing Volunteers		E/L104: Exercise Design
IS-244.b: Developing and Managing Volunteers		E/L105: Public Information & Warning

To demonstrate successful completion, the Recipient must submit the following in DEMES:

DELIVERABLES:

- Staffing Detail for all EMPA funded personnel.
- Training verifications for EMPA funded personnel listed on Staffing Detail –will be provided by the FDEM Training and Exercise (T&E) Unit to the FDEM Grant Management Staff.

Q2 TASK 3: SHELTERING PLAN AND POINT OF DISTRIBUTION (POD) PLAN

A. SHELTERING LOCATIONS AND SHELTERING PLAN

The County Emergency Management Agency shall provide their shelter locations and create a Sheltering Plan focusing on emergency sheltering and local disaster housing strategy serving as a guide to support temporary housing both in the response and

recovery phases of a disaster.

B. EMERGENCY SITES & POD PLAN

The County Emergency Management Agency shall provide their emergency sites (i.e., County Staging Areas, Points of Distribution (POD), Debris Management Sites, etc.) locations and create a POD Plan focusing on the distribution of resources (i.e., food, water, etc.) during the aftermath of disaster.

To demonstrate successful completion, the Recipient must submit the following in DEMES:

DELIVERABLES:

- Submit the County Shelter Locations by January 12th, 2026 in WebEOC;
- Submit the County Shelter Plan by January 12th, 2026 in DEMES;
- Submit the County Emergency Sites Locations by January 12th, 2026 in WebEOC; and
- Submit the County Point of Distribution Plan by January 12th, 2026 in DEMES.

REPORTING REQUIREMENTS:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	Deliverables Due	Updates Only	Updates Only

Q3 TASK 1: STATEWIDE EXERCISE AND CONFERENCE ATTENDENCE

A. FLORIDA TRAINING FOR EMERGENCY MANAGEMENT AND STATEWIDE EXERCISE

The County Emergency Management Agency must provide documentation demonstrating attendance of its emergency management funded staff at Florida's Training for Emergency Management (FTEM) Conference and a full day participation in the yearly Statewide Exercise.

For FTEM, standard counties are required to show attendance of at least two (2) such staff members, while fiscally constrained counties must demonstrate attendance of at least one (1) staff member.

To demonstrate successful completion, the Recipient must submit the following in DEMES:

DELIVERABLES:

- **Self-Report** – Statewide Exercise and Conference attendance proof submitted in accordance with Table below.
- A copy of the post-event report with attendee names, session summaries, and lessons learned.

REPORTING REQUIREMENTS:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	N/A	Deliverables Due	Updates Only

Q4 TASK 1: POLICY OR PROTOCOL SUBMITTAL

A. Procurement Policy

The County Emergency Management Agency shall provide documentation demonstrating its local policy or protocol for purchasing, which must be based on national best practices discussed at the FTEM.

To demonstrate successful completion, the Recipient must submit the following in DEMES:

DELIVERABLES:

- **Self-Report** – Submit procurement policy for purchasing based on national best practices discussed at the conference in accordance with Table below.
- Submit procurement policy with supporting documentation.

Q4 TASK 2: VALIDATING CAPABILITIES THROUGH EXERCISE

B. Exercises

Exercises play a vital role in preparedness by testing capabilities, familiarizing emergency management personnel with role and responsibilities, fostering meaningful interaction and communicating across organizations. Exercises bring together and strengthen the whole community in its efforts to prevent, protect against, mitigate, respond to, and recover from all hazards.

To demonstrate successful completion of task 2 for Quarter 4, all EMPA funded personnel are required to participate in a minimum of three (3) exercises during the agreement period.

To demonstrate successful completion, the Recipient must submit the following in DEMES:

DELIVERABLES:

- **Self-Report** – Sub-Recipient must provide sign-in sheets for exercise in which EMPA funded personnel participated in accordance with Table below.

- If a local jurisdiction has experienced a major disaster and they would like to request exemptions for a scheduled exercise, the recipient should send this request to its assigned Grants Manager utilizing the quarterly report. Exemptions will be reviewed/approved by the State on a case-by-case basis.

Q4 TASK 3: LOCAL BUDGET MATCH

DIVISION FORM 3

In accordance with Rule 27P-19.011, Florida Administrative Code, base grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever is lower. Required with this form, the county needs to provide a copy of the current EM local budget (general revenue) and general ledger expenditure report as of 6/30/2026.

To demonstrate successful completion, the Recipient must submit the following into DEMES:

DELIVERABLES:

- **Division Form 3** – A copy of the current and accurate County Emergency Management Local Budget (General Revenue) including the budget approval date. All requests for a budget match reduction shall be requested no later than 45 days after the county budget has been approved; in accordance with Table below.

  To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days after the county budget has been approved or by the first quarter by the governing body of the jurisdiction, or the opportunity to request shall be waived.
- **Self Report 4** – A copy of the local EM general revenue expenditure (general ledger) report.in accordance with Table below.

REPORTING REQUIREMENTS:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	**N/A**	**N/A**	**Deliverables Due**

Payments: The Recipient must perform the minimum requirements for each task and deliverable as indicated in Attachment A – Scope of Work to receive payment.

Financial Consequences: Section 215.971, Florida Statutes, requires the Agency, as the recipient of State funding, to apply financial consequences, including withholding a portion of funding up to the full amount if the Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks. Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in a 10% reduction of the overall amount authorized by this Agreement.

FY 2025 EMPA AGREEMENT
ATTACHMENT A (1)
ALLOWABE COSTS AND ELIGIBLE ACTIVITIES

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2025 EMPA Funding Guidance allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration.**

A. PLANNING

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPA Program funds may be used to develop or enhance emergency management planning activities. Some examples include, but not limited to:

- Emergency Operation Plans/ Local Comprehensive Emergency Management Planning
- Communications Plans
- Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Sheltering and Evacuation Planning
- Recovery Planning
- Continuity Plans

For planning expenditures to qualify for reimbursement under this Agreement, the Recipient must submit a final plan to the Division for approval. As part of any request for reimbursement for planning expenditures, the Recipient must submit the following:

- Copies of contracts or agreements prior to contracting with consultants or sub-contractors providing services;
- Invoice from any consultant/contractor involved in the planning;
- Copies of all planning materials and work product (e.g. meeting documents, copies of plans);
- If a meeting was held by Recipient, an agenda and sign-in sheet with meeting date
- Proof of payment (e.g., credit card statement, bank statement);
- Complete debarment form and/or Sam.gov for any contractors/consultants;
- Proof of Procurement method (e.g. quotes, and or solicitations).

B. OPERATIONAL

EMPA Program funds may be used for all day-to-day preparedness activities in support of the four phases of emergency management (preparedness, response, recovery, and mitigation).

Rules 27P-19.004 and 27P-19.0061, Florida Administrative Code, outline the minimum performance level (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all

incidents within the jurisdiction on a 24-hour basis.

Eligible "**Operational Cost**" items include, but are not limited to:

- **Salaries and Fringe Benefits**
- **Utilities (electric, water and sewage)**
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials
- IT Software Upgrades
- Memberships
- Publications
- Postage
- Storage
- **Other Personnel/Contractual Services**
  - Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
  - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.

Funding for Critical Emergency Supplies

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPA. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over $100,000.

Operational Costs Supporting Documentation

If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- For salaries, provide copies of payroll expenditure reports.
- Expense items need to have copies of invoices, or receipts and proof of payment (credit card statements, bank statements). All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).
- Funding may not be used to purchase clothing that would be used for everyday wear by emergency management employees or other personnel.
- Clothing, uniforms, undergarments, jackets, vests, etc. are also allowable for CERT members as listed on the Authorized Equipment List (AEL): 21GN-00-CCEQ | FEMA.gov.
- For a complete list of other eligible clothing and protective gear allowable for purchase with EMPG funding, applicants, recipients and FEMA staff are encouraged to refer to the AEL website for the most up to-date information: Authorized Equipment List | FEMA.gov.

***Please Note*:**

- Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars, or, in the event no circular applies, by 2 C.F.R. part 200 CONTRACT COST PRINCIPLES AND PROCEDURES.

C. EQUIPMENT

Pursuant to 27P-19.010 Disbursement. Allowable equipment costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars, or, in the event no circular applies, by 2 C.F.R. part 200 CONTRACT COST PRINCIPLES AND PROCEDURES. If an item qualifies as reasonable and necessary, and the item is EMPG-coded on the FEMA AEL, then the Recipient does not need to obtain permission from the Division prior to purchasing the item in order to seek reimbursement.

If the Recipient seeks reimbursement for the purchase of an item that is not EMPG-coded on the FEMA AEL, then the Recipient must receive permission from the Division prior to purchasing the item. If the Recipient purchases such an item without receiving permission from the Division beforehand, then the Division will not provide any reimbursement for that purchase.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs and can be located at https://www.fema.gov/authorized-equipment-list.

If Recipients have questions concerning the eligibility of equipment, they shall contact their Grant Manager for clarification.

Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Equipment Acquisition Costs Supporting Documentation

- Provide copies of invoices, or receipts, proof of payment, i.e., credit card statements, bank statements or front and back of canceled checks).
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

D. TRAINING

EMPA Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of state and local emergency management personnel through the establishment, support, conduct, and attendance of training. Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

The Recipient can successfully complete an authorized course either by attending or by conducting that course.

- In order to receive payment for successfully attending a training course, the Recipient must provide a certificate of completion; all receipts that document the costs incurred by the Recipient in order to attend the course.
- In order to receive payment for successfully conducting a course, the Recipient must provide the course sign-in sheet with all receipts that document the costs incurred by the Recipient in order to conduct the course.
- In order to receive payment for successfully conducting a workshop, the recipient must provide workshop sign-in sheets, materials used for workshop, and all receipts that document the costs incurred by the Recipient in order to conduct the workshop.

For training, the number of participants must be a minimum of fifteen (15) in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the recipient receives advance approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than fifteen (15) participants.

Allowable training-related costs include the following:

Develop, Deliver, and Evaluate Training. This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.

- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Conferences

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion, and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

For travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient’s successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. See section 112.061(6)(c), Florida Statutes (“No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference

registration fee paid by the state"). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:
$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.);
$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).
Section 112.061(a), Florida Statutes, establishes the per diem amounts.
All travelers are allowed: The authorized per diem for each day of travel; or, If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed $20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates

The Division shall not reimburse for any meal allowance that exceeds $6 for breakfast, $11 for lunch, or $19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see https://www.gsa.gov/portal/content/104877).

Hotel Accommodations

- A traveler may not claim per diem or lodging reimbursement for overnight travel within fifty (50) miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division. Absent prior

approval from the Division, the cost of any hotel accommodation shall not exceed $175 per night.

Training Costs Supporting Documentation

- Copies of contracts or agreements with consultants or sub-contractors providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment;
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPA activities:

- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference;
- Copies of Conferences must be providing an agenda. Proof of payment is also required for all travel and conferences. If the Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Recipient in its regular operations as a result of the Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.

E. EXERCISES

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's Integrated Preparedness Program (IPP) for the core capabilities needed to address its greatest risks.

Allowable Exercise-Related Costs

- **Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, shall be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Contractors or Consultants.** Contractors or Consultants may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the local government. In no case is dual compensation allowable. That is, an employee of a unit of

government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, fuel, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized Exercise-Related Costs

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

If the recipient seeks reimbursement for exercise activities, then the following shall be submitted:

- Documentation clearly indicating the purpose/objectives of the exercise (e.g. Situation Manual, Exercise Plan);
- After-action report with Improvement Plan (AAR/IP), Sign-In sheets, Agenda;
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement, bank statement) for supplies expenditures (e.g. copying paper, gloves, tap, etc.);
- Invoices and proof of payment for Travel costs (e.g., internal travel voucher, airfare, mileage, per diem, hotel) related to exercise activities;
- Proof of purchase methodology, if applicable (e.g. quotes, sole source, state contract, competitive bid results).

No later than 90 days after completion of an exercise, the recipient must upload to the DEMES an After Action Report (AAR) that includes the following:

An Improvement Plan; and,
A roster of participants.

F. MANAGEMENT AND ADMINISTRATIVE (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPA Program funds, such as financial management and monitoring. It

should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Management and Administrative Costs Supporting Documentation

- Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports);
- Costs for M&A activities are allowed up to 5% of the total award amount.

Supplanting Prohibited

Section 252.372, Florida Statutes, states that the monies from the EMPA Trust Fund "may not be used to supplant existing funding." Additionally, Rule 27P-19.003(3), Florida Administrative Code, states: "Funds received from the [EMPA] Trust Fund may not be used to supplant existing funding, nor shall funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund."

II. OTHER CRITICAL INFORMATION

A. RULE 27P-19, FLORIDA ADMINISTRATIVE CODE

Rule 27P-19.010(11), Florida Administrative Code, states: "Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars…" Therefore, unless a specific exception applies, 2 CFR Part 200 Subpart A (Definitions) and Subpart E (Cost Principles) shall apply to this Agreement.

Expenses

To qualify for reimbursement under the terms of this Agreement, an expense incurred by the Recipient must be reasonable and necessary for the successful completion of a task required by this Agreement. If an expense fails to qualify as either reasonable or necessary to successfully complete a task, then the Division shall not provide any reimbursement for that expense.

NOTE: This Scope of Work recognizes that each Recipient:

- Might be at a different level of preparedness than another Recipient
- Operates within a unique geography
- Faces unique threats and hazards
- Serves a unique population

Therefore, what might qualify as reasonable and necessary for one Recipient to successfully complete a task under this Agreement might not qualify as reasonable and necessary for another Recipient to successfully complete a task. Conversely, what might not qualify for one may qualify for another.

To avoid a "one size fits all" approach, this Agreement provides some level of flexibility. If a unique cost (e.g. equipment not listed on the EMPG AEL) qualifies as reasonable and necessary for the successful completion of a task under this Agreement, and if the Recipient receives permission from the Division prior to incurring that unique cost, then the Division shall reimburse the Recipient for that cost.

Performance

To qualify for reimbursement under the terms of this Agreement, the Recipient's performance must satisfy the minimum level of service required for the successful completion of a task required by this Agreement. If the performance fails to satisfy the minimum level of service, then the Division shall not provide any reimbursement for that

performance.

B. INDIRECT COSTS

Indirect cost is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at time of application. Post-award requests to charge indirect cost will be considered on case-by-case basis and based upon the submission of an agreement or proposal.

C. PROCUREMENT

All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and
- Any local procurement policy.

Per 2 CFR 200.318 through 200.326, Recipients are required to adhere to certain procurement standards for entering contracts for personnel or services. This includes full and open competition, methods of procurement to follow, federal or passthrough entity review, and including federal provisions intro contracts.

D. FINANCIAL CONSEQUENCES:

If a recipient fails to comply with the terms and conditions of the State award, the Division may terminate the award in whole or part. If the noncompliance can be corrected, the Division may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be correct or the recipient is nonresponsive, one or more of the following steps may be taken:

(1) Temporarily withhold payments pending correction of the deficiency by the recipient.
(2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
(3) Wholly or partly suspend or terminate the award.
(4) Take other remedies that may be legally available.

FY 2025 EMPA AGREEMENT
ATTACHMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET

The Recipient shall use the Emergency Management Preparedness and Assistance ("EMPA") Trust Fund monies authorized by this Agreement in order to complete the tasks outlined in the Scope of Work (Attachment A).

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Recipient shall complete the "Proposed Program Budget Detail Worksheet" listed below. If the Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Recipient changes the "Proposed Program Budget Detail Worksheet", then the Recipient's quarterly reports must include an updated "Proposed Program Budget Detail Worksheet" to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

RECIPIENT: **DESOTO, COUNTY OF**
AGREEMENT: **A0555**

1. PLANNING	$
2. ORGANIZATION	$ 100,806
3. EQUIPMENT	$
4. TRAINING	$ 5,000
5. EXERCISE	$
6. MANAGEMENT AND ADMINISTRATION	$
7. TOTAL AWARD	$ 105806.00

FY 2025 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**
Emergency Operations Plan			
Salaries and Fringe Benefits			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			**$**
Allowable Organization Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits	1	100,806	100,806
Utilities (electric, water and sewage)			

Service/Maintenance agreements			
Supplies/Materials			
Memberships			
Publications			
Postage			
Storage			
TOTAL ORGANIZATION EXPENDITURES			**$**
Allowable Equipment Acquisition Costs	**Quantity**	**Unit Cost**	**Total Cost**
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			
TOTAL EQUIPMENT EXPENDITURES			**$**
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Develop, Deliver Training			
Workshops and Conferences			

Certification/Recertification of Instructors			
Travel	1	5,000	5,000
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			**$**
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs ***(Up to 5% of total award)***	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			
TOTAL EXPENDITURES			**$105,806.00**

REVISION DATE: _____

FY 2025 EMPA AGREEMENT
ATTACHMENT A (3) – QUARTERLY REPORTS

Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31, and June 30.

Reporting Period	Report due to Division no later than
July 1 through September 30	November 15
October 1 through December 31	February 15
January 1 through March 31	May 15
April 1 through June 30	August 15

The Recipient shall provide all support documentation for the quarterly financial reports.

A. The Recipient must provide all supporting documentation for the quarterly financial reports. The Division shall accept back up documentation by email if the County is not able to upload on Salesforce.

B. The Quarterly Tasks form 1B is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) as well as quarterly deliverables during the agreement period.

C. In order to ensure compliance with Rule 27P-19.011, Florida Administrative Code, the Local Budget Match Requirement Form shall be completed and sent when the Local County Budget is approved or by **November 15, 2025**. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) including approved budget date with the form. If the County's current budget is lower than the previous year, or the average of the last three years, the county is required to request a Waiver no later than forty-five (45) days after the county budget is approved.

D. In a format provided by the Division, Form 4 – Staffing Detail and position descriptions of each funded county emergency management staff shall be submitted no later than **November 15, 2025,** or along with 1st quarter reimbursement submission, whichever occurs first.

E. The final close-out report is due sixty (60) days after termination of this Agreement by **August 30, 2026**, or 60 days after completion of activities contained in this agreement, whichever occurs first.

F. An administrative closeout may be conducted when a recipient is not responsive to the Division's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. FDEM will make three written attempts to collect the required information before initiating an administrative closeout. If an award is administratively closed, FDEM may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future award.

FY 2025 EMPA AGREEMENT
ATTACHMENT B
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

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

[ ] **ADVANCE REQUESTED**

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

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**Fiscal Year 2025 Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS:	
For example PROGRAM EXPENSES:	
TOTAL EXPENSES:	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include, but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

_____

_____

_____

_____

REQUESTS FOR ADVANCE PAYMENTS WILL BE CONSIDERED ON A CASE BY CASE BASIS

Signature of Recipient/Subcontractor's Authorized Official Date: _____

_____
Name and Title of Recipient/Subcontractor's Authorized Official

FY 2025 EMPA AGREEMENT
ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

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

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By:_____ _____

Signature Recipient's Name

_____ _____

Name and Title Division Contract Number

_____ _____

Street Address Project Number

City, State, Zip

Date

FY 2025 EMPA AGREEMENT
ATTACHMENT D
WARRANTIES AND REPRESENTATIONS

Financial Management

Recipient's financial management system must 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. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. 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 applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

(1) All procurement transactions shall be done in a manner to provide open and free competition.

(2) Recipient 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 excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements.

(3) Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality, and other factors.

(4) Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

Recipient warrants the following:

(1) The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

(2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. 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 the firm selected for an award.

(3) The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

(4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient has moved to a hybrid remote work schedule and employees are in the office 3 days a week. It is expected for at least one employee to physically be on site from (Monday) through (Friday), and from (times) (8:00am) to (5:00pm).

Licensing and Permitting

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

FY 2025 EMPA AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also, the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC 1501, et. Seq.).
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (*See* 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its Recipients and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.
15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

DeSoto County

10/14/2025

Item #: 7.

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

DEPARTMENT: Roads & Bridges
SUBMITTED BY: **Jessica Young-Holder**
PRESENTED BY: **Troy Hughes**

TITLE & DESCRIPTION:
Purchase of Ford F250 Crew Cab Pickup

REQUESTED MOTION:
Authorize the County Administrator to approve the purchase order for a Ford F250 Crew Cab as approved in the 2025/2026 budget.

SUMMARY:
Purchase of Ford F250 Crew Cab Pickup.

BACKGROUND:
This F250 will be used for transportation of employees and the hauling of litter control equipment to and from job sites. It will replace an older truck currently in the fleet that requires costly repairs often due to age. This purchase is being made pursuant to an existing contract between the City of Tallahassee and Beck Auto Sales, Inc, Contract # 5180, titled "New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks" dated January 1, 2022, which is still in effect. Pursuant to the County's Procurement policy, the County may purchase under cooperative purchase contracts when they are obtained using competitive bidding procedures equivalent to those contained in the County's policy.

Staff are requesting the authorization for the County Administrator to approve the purchase of a Ford F250 Crew Cab pickup truck as approved in the 2025/2026 budget.

FUNDS:
Budget Amount: **$58,405.00**
Actual Agenda Item Cost: **$57,171.00**
Account Number: **60505416400000**
Explanation: **2025/2026 New Equipment Purchase**



Beck Ford Lincoln
420 N Palm Ave

Date:10/02/2025
Name:ROSS
Organization:
DESOTO COUNTY

Tallahassee Vehicle Contract # 5180 Quote

CONTRACT END DATE 01/03/2027

Salesperson: Paul Ferschke

Code	Qty	Option	Unit Price	Line Total
W2B	1	**2026 FORD F250 CREW CAB PICKUP 176"wb**	$ 54,809.00	54,809.00
4CRNST	1	FOUR CORNER STROBE LIGHTS (AMBER)	899.00	899.00
WTWST	1	WINDOWTINT WITH STRIP	399.00	399.00
MNISTB	1	ROOF MOUNT MINI STRIBE	799.00	799.00
TIREUP	4	FIRESTONE DESTINATION X/T LT265/70R17	361.00	1,444.00
				0.00
				0.00
				0.00
				0.00
				0.00
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				0.00
				0.00
				0.00
				0.00
			Subtotal	58,350.00
			Piggy Back Fee	200.00
			Subtotal	**58,550.00**
			Mark up 2%	**1,171.00**
			Trade-In	**0.00**
			Delivery	**150.00**
			Concession	**2,700.00**
			TOTAL	**57,171.00**

Please email all Purchase Orders to contractinfo@beckfleet.com
Send hard copes to Beck Auto Group Attn: Jami Curtis PO Box 443, Palatka, FL 32178
Thank you for your business!

This Quote Expires in 30 days

DeSoto County

10/14/2025

Item #: 8.

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

DEPARTMENT: Roads & Bridges
SUBMITTED BY: **Jessica Young-Holder**
PRESENTED BY: **Troy Hughes**

TITLE & DESCRIPTION:
Purchase of Ford F250 Utility Truck

REQUESTED MOTION:
Authorize the County Administrator to approve the purchase order for a Ford F250 Utility Truck as approved in the 2025/2026 budget.

SUMMARY:
Purchase of Ford F250 Utility Truck

BACKGROUND:
This Utility truck would serve as the service truck for the one-arm bandit mowing supervisor. Enabling the supervisor to perform roadside greasing and services of the one arm bandit tractors. Replacing current truck RB 2001-28, which is 25 years old. This purchase is being made pursuant to an existing contract between the City of Tallahassee and Beck Auto Sales, Inc, Contract # 5180, titled "New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks" dated January 1, 2022, which is still in effect. Pursuant to the County's Procurement policy, the County may purchase under cooperative purchase contracts when they are obtained using competitive bidding procedures equivalent to those contained in the County's policy.
Staff are requesting the authorization for the County Administrator to approve the purchase of a Ford F250 Utility Truck as approved in the 2025/2025 budget.

FUNDS:
Budget Amount: **$67,242.00**
Actual Agenda Item Cost: **$62,246.52**
Account Number: **60505416400000**
Explanation: **2025/2026 New Equipment Purchase**



Beck Ford Lincoln
420 N Palm Ave

Date:10/02/2025
Name:ROSS
Organization:
DESOTO COUNTY

Tallahassee Vehicle Contract # 5180 Quote

CONTRACT END DATE 01/03/2027

Salesperson: Paul Ferschke

Code	Qty	Option	Unit Price	Line Total
F2B	1	**2026 FORD F250 REG CAB 142"wb**	$ 48,579.00	48,579.00
4CRNST	1	FOUR CORNER STROBE LIGHTS (AMBER)	899.00	899.00
WTWST	1	WINDOWTINT WITH STRIP	399.00	399.00
MNISTB	1	ROOF MOUNT MINI STRIBE	799.00	799.00
RDSVB9	1	READING SERVICE BODY 9' W SPRAY LINER TOPS/BED	12,650.00	12,650.00
				0.00
				0.00
				0.00
				0.00
				0.00
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				0.00
				0.00
				0.00
			Subtotal	63,326.00
			Piggy Back Fee	200.00
			Subtotal	63,526.00
			Mark up 2%	1,270.52
			Trade-In	0.00
			Delivery	150.00
			Concession	2,700.00
			TOTAL	62,246.52

Please email all Purchase Orders to contractinfo@beckfleet.com
Send hard copes to Beck Auto Group Attn: Jami Curtis PO Box 443, Palatka, FL 32178
Thank you for your business!

This Quote Expires in 30 days

DeSoto County

10/14/2025

Item #: 9.

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

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

TITLE & DESCRIPTION:
Resolution/Community Development Block Grant Disaster Recovery (CDBG-DR)

REQUESTED MOTION:
To approve the grant agreement from Florida Commerce, Agreement #HI026 for Phase I Fire Station 2 External Safe Room, and adopt a Resolution allowing the County Administrator to execute and submit all related documents to Florida Commerce for the grant agreement.

SUMMARY:
FEMA's Hazard Mitigation Grant Program (HMGP) requires a local match of 25%. This program, as identified in the State of Florida Hurricane Ian Disaster Recovery approved Action Plan, will fund the local match portion of the HMGP award with the CDBG-DR funds.

BACKGROUND:
The Florida Division of Emergency Management (DEM) has awarded DeSoto County $15,750. The local cost share, CDBG-DR funds obligation under this agreement, is $5,250, for a total project cost of $21,000.

FUNDS:
Budget Amount: **5,250.00**
Actual Agenda Item Cost: **5,250.00**
Account Number: **307-7071529620000**
Explanation: **CDBG-DR match funds for HMGP Fire Station 2 Safe Room.**

Docusign Envelope ID: 83B0071F-A038-4784-A097-72D6F0FC36D2

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Hazard Mitigation
Grant Match Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, ("Commerce" or "Grantee") and DeSoto County, Florida ("Subrecipient"), each individually a "Party" and collectively "the Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Department of Housing and Urban Development Appropriations Act, 2023 (Pub. L. 117-328) approved December 9, 2022 ("the Appropriations Act"). The requirements of the Appropriations Act and implementing regulations at 24 CFR part 570, and the requirements of the Federal Register ("FR") notice, 88 FR 32046 (May 18, 2023), ("Federal Register Guidance"), as now in effect and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development ("HUD") has awarded Community Development Block Grant - Disaster Recovery ("CDBG-DR") funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code ("U.S.C.") 5301 *et seq.*) and described in the 2023 State of Florida Action Plan for Disaster Recovery ("Action Plan").

WHEREAS, Subrecipient has executed a Hazard Mitigation Grant Program ("HMGP") Agreement with the Florida Division of Emergency Management ("DEM") which requires the Subrecipient to supply 25% of the required cost share or local match.

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce's Federal award.

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement shall be used as the Subrecipient's cost share or local match required by the HMGP Agreement.

WHEREAS, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

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WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low and moderate income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, Commerce and Subrecipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes "Attachment A," "Scope of Work." With respect to "Attachment B," "Project Budget," and "Attachment C," "Activity Work Plan," Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. If there is a disagreement between the Parties with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to the same shall prevail at Commerce's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all of its activities under this Agreement shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 58, 24 CFR Part 570 subpart I, *et seq*., and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) Period of Agreement. This Agreement begins on May 16, 2025 and ends on August 31, 2026 as stated in the Florida Division of Emergency Management companion agreement, section 8 Period of Agreement. unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Deputy Secretary, or designee, approves such extension.

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

(5) Records.

(a) Subrecipient's performance under this Agreement shall be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

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

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

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(d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related parties' transactions are disclosed to the auditor.

(e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

1. Litigation, claims, or audits initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at $1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) Subrecipient shall either: (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

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

(6) Audit Requirements.

(a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars ($750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as "Attachment J." Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.

(c) In addition to the submission requirements listed in "Attachment I," "Audit Requirements," Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this

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Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports. Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A, and the expenditure of funds under this Agreement. Within ten (10) calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to Commerce, if all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are completed to Commerce's satisfaction. Commerce may also take other action as stated in Section (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring.

(a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

(d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Section (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits. Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Act. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

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

(b) Subrecipient is solely responsible for the acts and omissions of its employees, agents, and contractors. Subrecipient shall be liable for any claims, losses, injuries, or damages arising from the work and services performed under this Agreement to the extent and within the limitations of Section 768.28, Florida Statutes.. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in the tort monetary limits of Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

(11) Events of Default. If any of the following events occur ("Events of Default"), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Section (12) Remedies or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

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

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

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce's Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result, or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such

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remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

(12) Remedies. If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon written notice by Commerce sent in conformity with Section (16) Notice and Contact;

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

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

(d) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds, Commerce may withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is recovered; and

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

1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

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

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

(13) Dispute Resolution. Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for an administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of

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dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. Commerce will provide a timely written response to every citizen complaint within fifteen (15) business days of the receipt of the complaint, as expected by HUD, and will provide a resolution to the complaint, where possible, within the same 15-day period. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

(a) Conducting investigations, as necessary;
(b) Finding a resolution; or
(c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

(a) A program eligibility determination;
(b) A program assistance award calculation; or
(c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@commerce.fl.gov. or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

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(15) Termination.

(a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement: Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

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

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

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is recovered.

(e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of $25,000 must either:

1. Be used to meet a national objective until five (5) years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

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

(16) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of Commerce's Grant Manager for this Agreement is:

Forrest Brewton
107 E Madison St
Tallahassee, FL, 32399
Phone: (850)921-3286
Email: forrest.brewton@commerce.fl.gov

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

Dennis Johnson
201 East Oak Street
Arcadia, Florida 34266
Phone: 863-993-4800
Email: d.johnson@desotobocc.com

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

(17) Contracts. If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager for prior written approval. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority business enterprise, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

(a) the period of performance or date of completion;
(b) the performance requirements;
(c) that the contractor is bound by the terms of this Agreement;
(d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
(e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;

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(f) the obligation of Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;

(g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions. This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

(19) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Scope of Work
Attachment B – Project Budget (Example)
Attachment C – Activity Work Plan (Example)
Attachment D – Program and Special Conditions
Attachment E – State and Federal Statutes, Regulations and Policies
Attachment F – Civil Rights Compliance
Attachment G – Reports
Attachment H – Warranties and Representations
Attachment I – Audit Requirements
Exhibit 1 to Attachment I – Funding Sources
Attachment J – Audit Compliance Certification
Attachment K – SERA Access Authorization Form
Attachment L – 2 CFR Appendix II to Part 200
Attachment M – Subrogation Agreement
Attachment N – HMGP Agreement H1231 Attachment A, Budget and Scope of Work (provided for illustrative purposes)

(20) Funding/Consideration.

(a) The funding for this Agreement shall not exceed **Five Thousand Two Hundred Fifty Dollars and Zero Cents ($5,250.00)**, subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution. Obligations to pay exceeding the annual appropriations by the Legislature shall render this Agreement *void ab initio*.

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(b) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability (NFA) through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

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

(e) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds (RFF) on behalf of Subrecipient.

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

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Section (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 117-328, Division L, Title II the "Department of Housing and Urban Development Appropriations Act, 2023" for the purpose of assisting in long-term recovery from major disasters that occurred in 2022 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq.

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(21) Repayments.

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

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

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

(d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c), and (d); provided, however,

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Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

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

Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

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

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

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

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

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), F.S., who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract

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to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.

(l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2 A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

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

(b) Subrecipient certifies, by its signature to this Agreement, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall

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complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

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

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

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

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

(25) Legal Authorization.

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

(b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain, or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@commerce.fl.gov within one (1) business day from receipt of the request.

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

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

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. (Subrecipient-contractor), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

(e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.

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

(g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Subrecipient shall provide a marked set with complete redactions as well as a marked set without redactions. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are

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not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.

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

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

(k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

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

(27) Employment Eligibility Verification.

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

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

1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8

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C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

(c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(28) Program Income.

(a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives. All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the program-allowable national objectives and satisfy the applicable criteria as specified in the Action Plan and applicable program policies.

(a) Benefit low- and moderate- income persons;
(b) Aid in prevention or elimination of slums or blight; and
(c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership, or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors, or agents. Neither Party shall have any right, power, or authority to assume, create or incur any expense, liability, or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venture, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment because of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venture, or partner of the State of Florida.

(e) Unless justified by Subrecipient and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Subrecipient or its subcontractor or assignee.

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(f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

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

(h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives, or subcontractors in the professional skills necessary to perform the work services required by this Agreement. However, Commerce may provide training in the form of an Implementation Workshop.

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State of Florida
Department of Commerce
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments, and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

DESOTO COUNTY, FLORIDA		**FLORIDA DEPARTMENT OF COMMERCE**	
By	Signature	**By**	Signature
	JC Deriso		**J. Alex Kelly**
Title	**Chairman**	**Title**	**Secretary**
Date	10/14/2025	**Date**	
Federal Tax ID #	59-6000579		
UEI #	GH9DBEQV5KK3		

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

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

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Attachment A – Scope of Work

1. PROGRAM DESCRIPTION:

FEMA's Hazard Mitigation Grant Program (HMGP) requires a local match or non-federal match of 25%. This program, as identified in the State of Florida Hurricane Ian Disaster Recovery approved Action Plan, will fund the local match portion of the HMGP award.

These funds represent a unique and significant opportunity for the state, in the areas most impacted by recent disasters, to carry out strategic and high impact activities to rebuild and harden infrastructure to prevent or reduce losses in future disasters.

The Florida Division of Emergency Management (DEM) has awarded DeSoto County Fifteen Thousand Seven Hundred and Fifty Dollars ($15,750) (exclusive of the SRMC). The local cost share, Commerce's obligation under this agreement, is Five Thousand Two Hundred and Fifty Dollars ($5,250) (exclusive of the SRMC) for a total project cost of Twenty One Thousand Dollars ($21,000).

2. PROJECT DESCRIPTION:

This project consists of Phase I activities, which include engineering, designing, plans preperation, permitting and bidding for the proposed project for Phase II review and approval, to implement measures by constructing an external safe room to FEMA P-361 standards attached to, but structurally separate from the Fire Station #2 building, located on Southwest County Road 761, Arcadia, Florida 34269.
The safe room shall be designed to provide "near-absolute protection" based on the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room which refers to applicable ICC 500 and ASCE 7 standards. Construction documents for community safe rooms designed for more than 50 occupants, as well as for safe rooms in an elementary school, secondary school, day care facility withan occupant load greater than 16, or any Risk Category IV building, are required to undergo peer review. Allowable costs for saferooms apply to retrofits of existing facilities, new construction, and single or dual-use facilities.

Project Locations:

ID#	Location	Coordinates
1	8789 SW Co Rd 761 Arcadia, FL 34266	27.09204, -81.99924

3. SUBRECIPIENT RESPONSIBILITIES:

A. Complete and submit the following items to Commerce within forty-five (45) calendar days of execution of the agreement:

1) Organizational Chart with contact information;
2) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
3) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines.

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Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager along with the Policy Review Checklist provided by Commerce:

1) Procurement policies and procedures that incorporate 2 CFR Part 200.318-327.
2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.
4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
D. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
E. Comply with all terms and conditions of the subrecipient agreement, Hazard Mitigation Grant Match Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
F. Subrecipient must comply with procurement standards in 2 CFR Part 200.318-327. Provide copy of the procurement solicitation document along with the Commerce Procurement Checklist, to Commerce Grant Manager ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review.
G. Provide the following information on a monthly and quarterly basis within five (5) calendar days after the end of each month/quarter: Monthly and Quarterly Reports as detailed in Attachment G.
H. Subrecipient shall provide photographs of construction projects to document progress with quarterly reports or when requested by Commerce.

4. ELIGIBLE TASKS:

A. Deliverable No. 1 – Engineering Services

Tasks that are eligible for reimbursement are as follows:

1. Create a full design package(s), signed, and sealed by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project that meet all local current hurricane code ratings, local codes and building codes.
2. Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.

5. DELIVERABLES: Subrecipient agrees to provide the following services as specified:

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Deliverable No. 1 – Engineering Services		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**
Subrecipient shall complete Engineering Services tasks as detailed in Section 4.A of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) task in accordance with Section 4.A of this Scope of Work, evidenced by submittal of the following documentation: 1) Certification by a licensed professional certifying completion of engineering design, working drawings and associated cost estimates, if applicable; 2) Certification by a licensed professional certifying acquisition of all required permits, if applicable; 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 3 Cost- $5,250.00
		Total Project Costs Not to Exceed $5,250.00

6. COMMERCE'S RESPONSIBILITIES:

A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
B. Assign a Grant Manager as a point of contact for Subrecipient.
C. Review Subrecipient's invoices described herein and process them on a timely basis.
D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month in which deliverables have not been completed, the Subrecipient will provide notice that invoicing will not be submitted.
B. The following documents shall be submitted with the itemized invoice:
   1) A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid or that professional services

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have been rendered in a rural community or rural area of opportunity as defined in section 288.0656(2), F.S.; and (4) were incurred during this Agreement.

2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
3) A copy of all supporting documentation for vendor payments.
4) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement, including but not limited to copies of timesheets related to any applicable deliverables.

C. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
   1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
   2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated financial hardship.
D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Enterprise Resource Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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Attachment B – Project Budget (Example)

Subrecipient: _____ Contract Number: _____ Project Title: _____

Activity		Budget			
Activity	**Description**	**CDBG-DR Amount**	**Other Funds**	**Source***	**Total Funds**
1. Grant Administration					
2. Activity Delivery					
3. Engineering Services					
4. Construction					
TOTALS					

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

Source of Other Funds	Amount
1.	
2.	
3.	

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Attachment C – Activity Work Plan (Example)

Subrecipient _____ Project Title: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

Activity Start Date (month/year)	**Activity End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment A – Scope of Work.	**Estimated Leveraged Funds to be Expended per "Activity End Date"**	**Estimated Funds to be Requested per "Activity End Date"**
		EXAMPLE: Deliverable 1 – Project Implementation		
		EXAMPLE: Deliverable 2 – Engineering -		
		EXAMPLE: Deliverable 2 – Conduct Environmental Review		
		EXAMPLE: Deliverable 3 – Construction		

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Attachment D – Program and Special Conditions

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.

2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).

3. Subrecipient shall request Commerce's review for all procurement solicitations and professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services. Subrecipient must submit the following to Commerce Grant Manager for review:
   a. copy of the solicitation document
   b. copy of advertisement
   c. draft copy of the contract

4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed $5,000, Subrecipient shall complete the following:
   a. Submit for Commerce's approval the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount is incurred before Commerce approves the procurement. If Commerce does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond $5,000.
   b. Comply with 24 CFR part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. <u>If Commerce has not issued an Authority to use Grant Funds within fifteen (15) days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request.</u> **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE Commerce HAS ISSUED "THE AUTHORITY TO USE GRANT FUNDS."**

5. As directed by the Federal Register, the Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR §570.606(b), the requirements of 24 CFR §42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR §570.606(d), governing optional relocation assistance policies.

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

7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable regulations and guidance laws, specifically including but not limited to:

    a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a department check of SAM.gov for all prime and subcontractors.
    b. Section 3 Participation Report (Construction Prime Contractor);
    c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
    d. Section 3 Participation Report (Construction Subcontractor), (if applicable).

8. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce. For each RFF that includes construction costs, Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by Commerce, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by Commerce, if applicable.

9. For each project, when Subrecipient issues the Notice to Proceed to the contractor(s) to being work, copies of the following documents shall be sent to Commerce:
    a. Notice to Proceed;
    b. The contractor's performance bond (100 percent of the contract price); and
    c. The contractor's payment bond (100 percent of the contract price).

10. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).

11. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.

12. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:

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a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or 10 percent of the grant, whichever is less.

13. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

14. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR §570.489(g). Title 24 CFR §570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.

15. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the subrecipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.

16. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.

17. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

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Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 88, No. 96/Thursday, May 18, 2023/Notices. Notwithstanding the foregoing, Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

(1) Reviewing financial and performance reports required by the Grantee;

(2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and

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(3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304I(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit https://www.sam.gov/SAM/

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, https://www.sam.gov/SAM/ in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number https://fedgov.dnb.com/webform/

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Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination

1. 24 CFR part 6

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

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A. General Compliance:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

B. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

A. Business Entities

When possible, the Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) under this agreement.

B. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

IX. Labor and Employment

1. Labor Standards

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Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act. Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

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positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75 and its related regulations in Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

3. Section 3 Benchmarks and Reporting

A. Benchmarks. Contracts over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. Hatch Act

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. Lobbying Certification

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Subrecipient hereby certifies that:

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

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

C. The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

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

XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds and non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of HUD funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within fifteen (15) days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request.

2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and

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B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq*., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
C. The Clean Air and Water Act: If this Contract is more than $100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.
D. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. Flood Disaster Protection

Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. Lead-Based Paint

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R of this title.

5. Historic Preservation

Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

XIV. Additional Regulations

A. The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
B. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq*., which prohibits discrimination on the basis of sex in educational programs.
C. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
D. The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (P.L.) 103-227, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
E. Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal

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money, Contractor shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

F. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.

G. The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

H. Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of $2,000 for construction contracts or in excess of $2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

I. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

J. Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

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Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community per FR Vol. 90, No. 40.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States.

Section 504 and the Americans with Disabilities Act (ADA)

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

Subrecipient shall do the following:

1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
   a) Has a physical or mental impairment which substantially limits one or more major life activities,
   b) Has a record of such an impairment, or
   c) Is regarded as having such an impairment;

2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;

3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and

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

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

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

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and

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telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

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

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

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

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

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the

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regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

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

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

I hereby certify that ___DeSoto County_____ shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** 10/14/2025

Name: J.C. Deriso

Title: Chairman

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Attachment G – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.

2. A **Quarterly Progress Report** must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January**.**

3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

   Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce no later than nine months from the end of Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@commerce.fl.gov within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. **Section 3 Quarterly Reporting Requirements**. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

   Subrecipients shall provide Section 3 Reporting quarterly to Commerce by the 5th of each quarter (January 5, April 5, July 5, and October 5). For Section 3 Reporting, subrecipients should complete and return the Project Implementation Plan template to Commerce.

7. Request for Funds must be submitted as required by Commerce and in accordance with the ***Scope of Work (Attachment A)*** , ***Project Budget (Attachment B) and Activity Work Plan (Attachment C).***

8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

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Attachment H – Warranties and Representations

Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

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

Codes of Conduct

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

Business Hours

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

Licensing and Permitting

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

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Attachment I – Audit Requirements

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Commerce staff to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

1. A Subrecipient that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.

3. A Subrecipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If Subrecipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

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2. For the audit requirements addressed in Part II, paragraph 1, Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If Subrecipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If Subrecipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

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

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of Subrecipient directly to the Federal Audit Clearinghouse ("FAC") as provided in 2 CFR §200.1 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred):
   Audit@commerce.fl.gov

   or

   Paper (hard copy):
   Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

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

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The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of Subrecipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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Exhibit 1 to Attachment I – Funding Sources

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

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	*($5,250.00)*
Assistance Listing Numbers Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Assistance Listing Number:	14.228
Project Description: *This is not a research and development award.*	Funding is being provided as CDBG-DR/HMGP matching funds to design a safe room that shall provide "near-absolute protection" based on the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room which refers to applicable ICC 500 and ASCE 7 standards.

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

Federal Program

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR §570.480 – 570.497.
3. Subrecipient shall perform its obligations in accordance with 24 CFR Part 58.
4. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
5. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
6. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

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

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

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

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

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Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@commerce.fl.gov.	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	

1. Did Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Department of Commerce (Commerce)? ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Subrecipient expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

   If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and Commerce? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Subrecipient expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

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Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

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Attachment L
2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 42424240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or

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mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 CFR § 200.323 – Procurement of recovered materials.

(K) See 2 CFR § 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 2 CFR § 200.322 – Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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Attachment M

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement') is made and entered by and between *DeSoto County, Florida* (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Commerce (hereinafter referred to as "Commerce").

In consideration of Subrecipient's receipt of funds or the commitment by Commerce to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the Commerce Community Development Block Grant-Disaster Recovery Program (CDBG-DR Program) administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (FEMA) or the Small Business Administration (SBA) (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits (DOB) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

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Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds (Subsequent DOB Proceeds). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

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The person executing this Agreement on behalf of Subrecipient hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

DESOTO COUNTY, FLORIDA		**FLORIDA DEPARTMENT OF COMMERCE**	
By	_____ Signature	**By**	_____ Signature
	JC Deriso		**J. Alex Kelly**
Title	**Chairman**	**Title**	**Secretary**
Date	10/14/2025	**Date**	

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Attachment N – HMGP Agreement, Attachment A, Budget and Scope of Work

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Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is for a safe room to FEMA P-361 Standards at the existing Fire Station #2 in Arcadia, Desoto County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-107-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

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

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes near absolute protection to first responders at the existing Fire Station #2 located at 8789 Southwest County Road 761, Arcadia, Florida 34269.

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

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

The design proposed for Phase II scope is to provide protection by constructing an external safe room attached to, but structurally separate from the existing Fire Station #2 building. The proposed safe room shall provide 269.5 square feet (SF) to attend an occupancy of 13 paramedics, fire fighters, and administrative staff. The safe room shall share the main building's electrical supply and drinking water supply but shall have a separate heating and ventilation mini-split system. The method for providing backup power, potable water and air conditioning systems using the existing available systems, shall be determined during the design phase. Backup power shall be provided by the existing 60kW generator that serves the Fire Station. The safe room shall be constructed of a new concrete slab-on-grade foundation with monolithic footings, 8-inch concrete masonry unit walls with fully reinforced and poured cells with formed tie-beams, engineered roof trusses and decking, metal roofing, and a steel fire door that opens directly to the exterior. The Fire Station #2 currently lacks a secure and resilient space for station personnel and first responders to monitor conditions and coordinate responses during a hurricane event involving high winds; risking their lives to remain on duty inside structures that have not been properly hardened. The project shall allow first responders to remain on duty during and after a storm to continue coordinating operations, conduct fire suppression, and search and rescue operations to help the community.

The safe room shall be designed and constructed to provide protection against 170 MPH winds. The safe room construction shall be designed to provide "near-absolute protection" based on the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room which refers to applicable ICC 500 and ASCE 7 standards. Construction documents for community safe rooms designed for more than 50 occupants, as well as for safe rooms in an elementary school, secondary school, day care facility with an occupant load greater than 16, or any Risk Category IV building, are required to undergo peer review. Allowable costs for saferooms apply to retrofits of existing facilities, new construction, and single or dual-use facilities. Only eligible expenditures that are directly related to and necessary for the hazard mitigation purpose of providing immediate life-safety protection shall be reimbursed. Eligible and ineligible costs are outlined in the latest edition of the HMA Guidance

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Addendum. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Station	Location	Coordinates
1)	Fire Station #2	8789 SW County Road 761, Arcadia, Florida 34269	(27.092944, -81.999418)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing engineering designs to be presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

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

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

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

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

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

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

   Phase I consists of fees; for conducting survey, study, engineering, design, public notices, and/or permitting associated with the design of a FEMA P-361 Standards structure. Verification shall be necessary for determining project eligibility.

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

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

a) Copy of permit(s), notice of commencement.

b) Two sets of engineering Signed/Sealed final design and analysis, and surveying.

c) Signed and sealed Operations and Maintenance (O&M) Plan, which shall incorporate FEMA P-361, include required components, and submitted for review.

d) Any structural and non-structural design peer review reports as required by FEMA P-361 (as applicable).

e) Construction Plans and bid documents for FEMA 361 compliance.

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

g) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

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

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

j) Color photographs of the project area.

k) Letter from the Floodplain manager verifying the project is in compliance with local floodplain ordinances/regulations.

l) Proof of compliance with Project Conditions and Requirements contained herein.

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

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

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

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

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

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs

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as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

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

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

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

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

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

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

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

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

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

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

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II review and approval, to implement measures by constructing an external safe room to FEMA P-361 standards attached to, but structurally separate from the Fire Station #2 building, located on Southwest County Road 761, Arcadia, Florida 34269.

The safe room shall be designed and constructed to provide protection against 170 MPH winds. The safe room construction shall be designed to provide "near-absolute protection" based on the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room which refers to applicable ICC 500 and ASCE 7 standards. Construction documents for community safe rooms designed for more than 50 occupants, as well as for safe rooms in an elementary school, secondary school, day care facility with an occupant load greater than 16, or any Risk Category IV building, are required to undergo peer review. Allowable costs for saferooms apply to retrofits of existing facilities, new construction, and single or dual-use facilities. Only eligible expenditures that are directly related to and necessary for the hazard mitigation purpose of providing immediate life-safety protection shall be reimbursed. Eligible and ineligible costs are outlined in the latest edition of the HMA Guidance Addendum. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit Engineering plans and bidding documents prepared to complete the project. Wind protection shall be provided on any opening such as vents, louvers, and exhaust fans. All installation shall be in strict compliance with the FEMA P-361 specifications, and all proposed materials shall be certified to meet wind and impact standards.
2) Design documents shall provide a detailed description that includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
3) Submit a refined cost estimate, to include Phase I Fees and Phase II Construction Materials and Labor.
4) This project shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Safe Room, to provide "near absolute protection". It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation ensures the safety or survival of building occupants.

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D) Environmental:

1) Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

2) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

3) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for re-evaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

4) The following Environmental and Historic Preservation review documentation shall be provided:

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

   b) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.

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

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

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

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

E) Programmatic:

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

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

3) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.

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

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

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

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

8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval. No construction activities for this project have been approved.

9) This project shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Safe Room, to provide "near absolute protection". It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation ensures the safety or survival of building occupants.

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

This is FEMA project number **4673-107-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on May 16, 2025, and the Period of Performance for this project shall end on **August 31, 2026**.

F) FINANCIAL CONSEQUENCES:

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

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

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

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

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

Phase I –

State Contracting:	3	Months
Bidding / Local Procurement:	2	Months
Design Specifications:	6	Months
Permitting / Survey:	2	Months
Deliverables Submitted to FDEM:	2	Months
Total Period of Performance:	**15**	**Months**

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BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$0.00	$0.00	$0.00
Labor:	$0.00	$0.00	$0.00
Fees:	$20,000.00	$15,000.00	$5,000.00
Initial Agreement Amount:	**$20,000.00**	**$15,000.00**	**$5,000.00**
***Contingency Funds:	$1,000.00	$750.00	$250.00
Project Total:	**$21,000.00**	**$15,750.00**	**$5,250.00**

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

*** ***This project has an estimated $1,000.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

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

Funding Summary Totals

Federal Share:	$15,750.00	(75.00%)
Non-Federal Share:	$5,250.00	(25.00%)
Total Project Cost:	**$21,000.00**	**(100.00%)**

DESOTO COUNTY, FLORIDA

RESOLUTION NO: 2025-_____

RESOLUTION OF THE COUNTY COMMISSION OF DESOTO COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) GRANT SUBRECIPIENT AGREEMENT (HI026), AND RELATED DOCUMENTS, FOR FIRE STATION 2 SAFE ROOM, A U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT ADMINISTERED BY FLORIDA COMMERCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority of the Department of Housing and Urban Development Appropriations Act, 2023 ("the Appropriations Act"), the U.S. Department of Housing and Urban Development ("HUD") awarded Community Development Block Grant - Disaster Recovery ("CDBG-DR") funds to State of Florida, Department of Commerce ("Florida Commerce") for activities authorized under said Appropriations Act; and

WHEREAS, Florida Commerce wishes to make the CDBG-DR funds available to DeSoto County (the "County") for use as a subrecipient under a Subrecipient Agreement (Commerce Agreement No. H1026), attached hereto and incorporated herein by reference (the "Commerce Subrecipient Agreement"); and

WHEREAS, pursuant to the Commerce Subrecipient Agreement, the grant funds will constitute a subaward of the Florida Commerce Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Florida Commerce's Federal award; and

WHEREAS, pursuant to the County's Hazard Mitigation Grant Program ("HMGP") Agreement with the Florida Division of Emergency Management ("DEM"), the County was awarded $15,750, and is required to supply 25% of the required cost share or local match; and

WHEREAS, the federal funds obligated to the County under the Commerce Subrecipient Agreement is $5,250, which will satisfy the aforementioned cost share requirement, and will be used towards the construction of an external safe room to FEMA P-361 standards attached to, but structurally separate from the Fire Station #2 building, located on Southwest County Road 761, Arcadia, Florida 34269.

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

SECTION 1. The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.

SECTION 2. The Board of County Commissioners hereby delegates authority to the County Administrator to execute the Commerce Subrecipient Agreement to sign all other necessary certifications and related documents for the CDBG-DR Program administered by Florida Commerce for the grant award.

SECTION 3. The County Administrator is authorized and directed to submit all additional information and required reports and other such administrative requirements in a timely manner as may be required by Florida Commerce.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ___ day of _____, 2025.

ATTEST:

_____
Mandy Hines
County Administrator

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

_____
J.C. Deriso
Chairman

Approved as to form and
Legal sufficiency:

_____
Valerie Vicente, County Attorney

DeSoto County

10/14/2025

Item #: 10.

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

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

TITLE & DESCRIPTION:
Opioid Settlement Participation

REQUESTED MOTION:
To authorize participation in the "Secondary Manufacturers Settlements" for Opioid Settlements and to authorize the County Administrator to sign and submit all related documents.

SUMMARY:
A new proposed national opioids settlement has been reached with eight opioids manufactures: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus. Based upon the participation the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum payment under each settlement.

FUNDS:
Budget Amount:
Actual Agenda Item Cost:
Account Number:
Explanation:

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New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

DE SOTO COUNTY, FL
Reference Number: CL-1770523

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("Settling Defendants"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because the State of Florida is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also

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reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements but states may choose to treat this settlement differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/. This website will be supplemented as additional documents are created.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and

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reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/additional-settlements/. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel or the Implementation Administrator at opioidsparticipation@rubris.com.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

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EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: DE SOTO COUNTY	State: FL
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:

   a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
   b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
   c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
   d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
   e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
   f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
   g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
   h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

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authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.[1]

8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,[2] and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

[1] *See* Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

[2] *See* Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

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Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.

11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.

13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void ***only as to*** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

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I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

DeSoto County

10/14/2025

Item #: 11.

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

DEPARTMENT: Administration
SUBMITTED BY: **Sylvia Altman**
PRESENTED BY: **Mandy Hines, County Administrator**

TITLE & DESCRIPTION:
Proclamation/National Safe Sleep Awareness Month

REQUESTED MOTION:
To proclaim October 2025 as National Safe Sleep Awareness Month for families with infants and children.

SUMMARY:
National agency Step-Up Suncoast currently serves DeSoto, Hardee and Manatee counties through multiple programs. With October being safe sleep awareness month, Step-Up Suncoast would like to join forces in spreading the word on the importance of safe sleep practices for area families and children.

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, Sudden Unexpected Infant Death (SUID) is heartbreaking, and can happen in any family regardless of income, education, or community; and

WHEREAS, SUID is one of the leading causes of death in infants (0-364 days) and is often associated with preventable unsafe infant sleep practices and environments; and

WHEREAS, research shows that a child's brain grows rapidly during safe sleep; and

WHEREAS, babies should always be put to sleep on their backs, alone in their own crib or bassinet; with no bumpers, pillows, quilts, comforters, or other soft surfaces in the crib; and

WHEREAS, moms and dads should not share beds with their babies and anyone under the influence of drugs, alcohol, or smoking should not be resting with the baby; and

WHEREAS, local and national agencies such as Step Up Suncoast/Parents as Teachers, Early Steps, Florida Department of Health in Desoto County, Healthy Start Program, Redlands Christian Migrant Association, Department of Children and Family Services and Safe Child Coalition, and their partnering agencies educate Desoto County residents on safe sleep practices; and

WHEREAS, Desoto County Board of County Commissioners recognizes that infant unsafe sleeping is a public health issue in Desoto County and across the country, and together we can help by ensuring any person caring for a baby is using safe sleep practices; and

NOW, THEREFORE, be it resolved, that the Board of County Commissioners for Desoto County, Florida do hereby proclaim the month of October 2025, as:

SAFE SLEEP AWARENESS MONTH

and extend their continued support for the efforts of local agencies to promote safe sleep practices in Desoto County.

PASSED AND DULY ADOPTED this **14th day** of **October, 2025.**

ATTEST:

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

_____
Mandy Hines
County Administrator

_____
JC Deriso
Chairman

DeSoto County

10/14/2025

Item #: 12.

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

DEPARTMENT: Administration
SUBMITTED BY: **Sylvia Altman**
PRESENTED BY: **Mandy Hines, County Administrator**

TITLE & DESCRIPTION:
Proclamation/Domestic Violence Awareness Month

REQUESTED MOTION:
To proclaim October 2025 as Domestic Violence Awareness Month.

SUMMARY:
Domestic Violence is a serious crime that affects people of all ages and income levels, but most often affects women and children. A 2024 report from the Florida Department of Children and Families noted that DeSoto County was among the top ten counties in Florida for reported domestic violence offenses by percentage of the population.

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, domestic violence is a serious crime that affects people of all ages, income levels, and anger, but most often women and children, and once started, the campaign of physical, psychological, economic and domestic violence only gets worse, resulting in a heavy burden on society and families; and

WHEREAS, 106,515 domestic violence offences were reported in the State of Florida in 2020, including 344 incidences in DeSoto County; and

WHEREAS, Safe Place and Rape Crisis Center (SPARCC) provides free services to victims of domestic violence and sexual assault and their children in Sarasota and DeSoto Counties, seeks to stop the crime of domestic violence through awareness and education and encourages every citizen to actively engage in public and private efforts, including conversations about domestic violence, how to prevent it, how to help survivors connect with services, and how every segment of our society can work together to better address sexual violence.

NOW, THEREFORE, we the DeSoto Board of County Commissioners of DeSoto County, Florida, and on behalf of the citizens of our community, take great pride in recognizing October 2025 as

"DOMESTIC VIOLENCE AWARENESS MONTH"

a month of special importance and worthy of the recognition of the citizens of DeSoto County.

PASSED AND DULY ADOPTED this 14th day of October 2025.

ATTEST:

_____
Mandy Hines
County Administrator

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

_____
JC Deriso
Chairman

DeSoto County

10/14/2025

Item #: 13.

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

DEPARTMENT: Engineering
SUBMITTED BY: **Megan Deuchar**
PRESENTED BY: **Cindy Talamantez**

TITLE & DESCRIPTION:
Contract Award / Weiler Engineering Corporation / Engineer of Record

REQUESTED MOTION:
Approve the Contract with Weiler Engineering Corporation for Engineer of Record Services.

SUMMARY:
Staff is recommending approval of the Contract with Weiler Engineering Corporation for Engineer of Record Services.

BACKGROUND:
In August 2025, Staff released Request for Qualifications (RFQ No. 25-20-00) for Engineering Services - Engineer of Record and received two proposals from qualified firms. The Selection Committee met on September 15, 2025, to evaluate and rank the proposals, and following deliberation, the committee ranked Weiler Engineering Corporation as the top-ranked firm and recommended award. The contract is structured as a continuing services agreement with an initial three-year term and two optional one-year renewals, with task authorizations issued by the County on an as-needed basis for specific projects and compensation established per authorization.

FUNDS:
Budget Amount: **Services are contracted on an as-needed basis.**
Actual Agenda Item: **Varies by project.**
Account Number: **Varies by project.**
Explanation: **Compensation will be established through individual task authorizations issued under this agreement and charged to the appropriate project account(s).**

CONTINUING PROFESSIONAL SERVICES AGREEMENT

This Contract is made and entered into as of the date signed by the last party below (the "Effective Date"), by and between DeSoto County, Florida (the "County"), a political subdivision of the State of Florida, located at 201 E. Oak Street, Second Floor, Arcadia, Florida 34266, and **THE WEILER ENGINEERING CORPORATION**, whose principal place of business is 201 West Marion Avenue, Suite 1306, Punta Gorda, Florida 33950, and whose Federal I.D. number is 65-0413376 (the "Consultant").

W I T N E S S E T H

WHEREAS, the County, through Request for Qualifications No. 25-20-00 (the "RFQ"), pursued the competitive process contemplated under the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, to seek interested firms for the provision of planning, engineering, design, permitting, and construction phase services professional services for projects within the County on a continuing basis (the "Services"); and

WHEREAS, Consultant submitted a Response to the RFQ, which is incorporated herein by this reference, was selected pursuant to the RFQ, and represents that Consultant is capable and prepared to provide such Services; and

WHEREAS, Consultant and County negotiated the terms of this Agreement pursuant to the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for the provision of the Services.

NOW, THEREFORE, in consideration of the mutual promises herein, the County and the Consultant agree as follows:

ARTICLE ONE
TERM

1.1. This Agreement shall take effect on the date of its execution by the Chairman of Board of County Commissioners.

1.2. The term of this Agreement shall commence on the Effective Date and continue for an initial term of **THREE (3)** years, unless otherwise terminated as provided herein.

1.3. As set forth in the RFQ, this Agreement is subject to up to **TWO (2)** renewal terms of **ONE (1)** year each. At the conclusion of any term at which a renewal term remains available, such renewal term will automatically take effect unless the County has terminated this Agreement as provided herein.

ARTICLE TWO
CONSULTANT'S RESPONSIBILITY

2.1. Scope of Services. Consultant shall provide to County continuing professional consulting services for the duration of the Agreement. The Scope of Services includes, but is not limited to, the following professional planning, engineering, design, permitting, and construction phase services for projects within the county.

2.1.1. Transportation projects including: Roadway Design, Traffic Signals, Pedestrian and Bicycle Facilities, and Streetscape Design

2.1.2. Stormwater projects including: TMDL / Water Quality Studies, Flood Control Studies, Stormwater Master Planning and Modeling, and associated design and permitting.

2.1.3. Utility projects including: Sanitary Sewer Collection System, Lift Station and Force Mains, Water systems and Reclaimed Water Treatment analysis, design, and permitting.

2.1.4. General Site Planning and Design for Facilities

2.1.5. Parks and Recreational Facilities Master Planning and Design

2.1.6. GIS Support Services

2.1.7. Other Professional Services as Needed

2.1.8. Land Development Plan Review Support Services

2.1.9. Planning and Zoning Committee Support Services

2.1.10. Grant Application Support

2.1.11. Construction phase services for types of projects.

2.1.12. Prepare or support the preparation of grant applications to include Opinions of Probable Cost and Concept Plans.

2.1.13. Meeting with elected officials and county staff to consult on issues and projects requiring professional engineering, architectural, planning, landscape architectural, surveying and mapping, or subsurface utility engineering analysis or evaluation.

2.1.14. Advising elected officials and county staff on matters as may materially affect the County's infrastructure and public assets.

2.1.15. meetings with outside agencies, elected officials, and county staff to consult on issues and projects requiring professional engineering, architectural, planning, landscape architectural, surveying, mapping, wastewater funding or subsurface utility engineering analysis or evaluation;

2.1.16. any and all other necessary, requested, required or appropriate professional services as directed by the County Commissioners through the County Coordinator.

2.2. The Services required under this Agreement to be performed by Consultant shall be those set forth in Section 2.1, Scope of Services, and as issued periodically as Scopes of Work within a Supplemental Agreement (SA). The basis of compensation to be paid Consultant by the County for Services is set forth in Article Five and Basis of Compensation, and will be attached to each SA. The County's Representative will make

requests for services to Consultant as may be warranted, including but not limited to updates of plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.

2.2.1. Consultant shall perform services as may be specifically designated and authorized by the County, in writing. Such services will be outlined in the Scope of Work of a SA, and the provisions of this Agreement will apply to the SA with full force and effect as if appearing in full within each SA. Each SA will set forth a specific Scope of Work, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon execution after approval by the Board.

2.2.2. The Consultant is not authorized to provide services or materials to the County or undertake any project or work provided for in any SA prior to the County having first issued a Notice to Proceed for that particular SA. Consultant recognizes that the County may employ several different Consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.

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

2.3. The Consultant agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, including, but not limited to, all licenses required by the respective state boards, and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement.

2.4. The Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

2.5. Consultant agrees that the Project Manager for the term of this Agreement shall be:

Michael J. Giardullo, P.E.
201 West Marion Avenue, Suite 1306
Punta Gorda, Florida 33950
Phone: 941-505-1700
Email: mgiardullo@weilerengineering.org

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

2.6. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Agreement, whom the County shall request in writing to be removed, which request may be made by the County with or without cause.

2.7. The Consultant has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Agreement shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict.

2.8. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without County's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this article.

2.9. Evaluations of the County's adopted capital improvement budget, preliminary estimates of construction cost, and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to County, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.

2.10 Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the

expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

ARTICLE THREE
COUNTY'S RESPONSIBILITIES

3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "County's Representative"). The County's Representative shall have County transmit instructions, receive information, interpret, and define County's policies and decisions with respect to Consultant's services for the Project. However, the County's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

3.1.1. The Scope of Services to be provided and performed by the Consultant hereunder;

3.1.2. The time the Consultant is obligated to commence and complete all such services; or

3.1.3. The amount of compensation the County is obligated or committed to pay the Consultant.

3.2. The County's Representative shall:

3.2.1. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Agreement;

3.2.2. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;

3.2.3. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;

3.2.4. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Agreement; and

3.2.5. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.

3.3. Consultant acknowledges that access to the Project Site, to be arranged by County for Consultant, may be provided during times that are not the normal business hours of the Consultant.

3.4. County shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.

3.5. For the purposes of this Agreement, the County's Representative shall be:

County Administrator or Designee
DeSoto County
201 E. Oak Street, Second Floor
Arcadia, Florida 34266
Phone: 863-993-4800
Fax: 863-993-4809
Email: m.hines@desotobocc.com

With Copy To:
DeSoto County Attorney
Nabors, Giblin & Nickerson, P.A.
8201 Peters Road, Suite 1000
Plantation, Florida 33324
Phone: (954) 315-0268
Fax: N/A
Email: vvicente@ngnlaw.com

ARTICLE FOUR
TIME

4.1. Services to be rendered by Consultant shall be commenced subsequent to the execution of any SA issued pursuant to this Agreement, after receiving written Notice to Proceed from County for all or any designated portion of the SA and shall be performed and completed in accordance with the Project Schedule attached to the SA for the Project.

4.2. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.

4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which County may be responsible in whole or in part, shall relieve

Consultant of its duty to perform or give rise to any right to damages or additional compensation from County. Consultant's sole remedy against County will be the right to seek an extension of time to its schedule. For delays caused by the County, Consultant may receive a schedule adjustment. This article shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the SA, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.4. Should the Consultant fail to commence, provide, perform, or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Consultant's performance is or will shortly be back on schedule.

ARTICLE FIVE
COMPENSATION

5.1. Basis of Compensation. Compensation and the manner of payment of such compensation by the County for services rendered hereunder by Consultant shall be as prescribed in this "Basis of Compensation," which is attached hereto and made a part hereof.

5.1.1. As consideration for providing Services set forth herein Article Two of the Agreement for Professional Consulting Services, the County agrees to pay, and Consultant agrees to accept, fees as indicated on next page:

Fee Schedule for Solicitation No. 25-20-00RFQ

Title		***Rate***
Principal in Charge	$	165.00
Registered Professional Engineer (P.E.)	$	140.00
Environmental Scientist	$	135.00
Project Manager	$	135.00
Registered Engineering Intern (E.I)	$	125.00
Structural Inspector	$	125.00
Senior Engineering Designer	$	115.00
Engineering Designer	$	105.00
Construction Inspector	$	85.00
Clerical	$	45.00

Reimbursable Expenses	
Sheets (24 x 36)	$2.30 / each
Copies (11 x 17)	$0.30 / each
Copies (8 1/2 x 14)	$0.20 / each
Copies (8 1/2 x 11)	$0.15 / each
Travel	Cost
Overnight Mail	Cost
Other Reimbursable Expenses	Cost

5.1.2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Services, in the interest of the Project, and may include the following items:

a. Expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items.

b. When authorized in advance by County, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates.

c. Expenses for renderings, models and mock-ups requested by County.

5.1.3. Unless approved by the County in advance, reimbursable costs shall not include the following:

a. Transportation and subsistence, including transportation and subsistence expenses incidental to out-of-town travel required by Consultant and directed by County, other than visits to the Project Site or County's office.

b. Consultant overhead including field office facilities.

c. Overtime not authorized by County.

d. Expenses for copies, reproductions, postage, handling, express delivery, and long distance communications not required for a Project.

5.1.4. Payments will be made for services rendered on no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the SA pursuant to which the services have been provided shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by County.

5.2. The total amount to be paid by the County under this Agreement for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved SA without prior approval of the County. The Consultant shall notify the County's Representative in writing when 90% of the "not to exceed amount" has been reached.

5.3. Invoices received by the County from the Consultant pursuant to this Agreement will be reviewed and approved in writing by the County's Representative, who shall confirm whether services have been rendered in conformity with the Agreement, and then send for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the County Representative's approval, who shall process all payments in accordance with the Florida Prompt Payment Act or advise Consultant in

writing of reasons for not processing same. In addition to detailed invoices, upon request of the County's Representative, Consultant will provide County with detailed periodic Status Reports on the project.

5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and the applicable SA. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Services described in this Agreement.

5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County for each SA. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable SA and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against County for additional payment.

ARTICLE SIX
WAIVER OF CLAIMS

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by County shall be deemed to be a waiver of any of County's rights against Consultant.

ARTICLE SEVEN
TRUTH IN NEGOTIATION REPRESENTATIONS

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

7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Agreement by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement and no higher than those charged the Consultant's most favored customer for the same or substantially similar service.

Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent, or inaccurate representation, then said rates and compensation provided for in this Agreement shall be adjusted accordingly.

ARTICLE EIGHT
TERMINATION OR SUSPENSION

8.1. Consultant shall be considered in material default of this Agreement and such default will be considered cause for County to terminate this Agreement, in whole or in part, as further set forth in this article, for any of the following reasons: (a) failure to begin work under the Agreement within a reasonable time after issuance of the Notice(s) to Proceed of a SA, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The County may so terminate this Agreement, in whole or in part, by giving the Consultant ten (10) calendar days' written notice.

8.2. If, after notice of termination of this Agreement as provided for in article 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that County otherwise was not entitled to the remedy against Consultant provided for in article 8.1, then the notice of termination given pursuant to article 8.1 shall be deemed to be the notice of termination provided for in article 8.3 below and Consultant's remedies against County shall be the same as and limited to those afforded Consultant under article 8.3 below.

8.3. County shall have the right to terminate this Agreement, in whole or in part, without cause upon written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against County shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against County, including, but not limited to, anticipated fees or profits on work not required to be performed.

8.4. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

8.5. The County shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

ARTICLE NINE
PERSONNEL

9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an Independent Consultant and not as employees or agents of the County.

9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County, nor shall such personnel be entitled to any benefits of the County including, but not limited to, pension, health, and workers' compensation benefits.

9.3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, or permitted under state and local law to perform such services.

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

9.5. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.

9.10. The Consultant warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations, as further set forth in Article Seventeen below. Consultant shall indemnify, defend and hold harmless the County, its officers and employees from and against any sanctions and any other liability which may be assessed against the Consultant in connection with any alleged violation of any Federal statutes or regulations pertaining to

the eligibility for employment of any persons performing work hereunder.
9.11. The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

ARTICLE TEN
SUBCONTRACTING

10.1. Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subcontractor and to inspect all facilities of any subconsultants in order to make a determination as to the capability of the subconsultant to perform properly under this Agreement. The County's acceptance of a subconsultant shall not be unreasonably withheld. Where permitted, the Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

10.2. Subconsultants included in Consultant's Response to the RFQ shall be considered approved by the County's Representative by execution of this Agreement.

ARTICLE ELEVEN
FEDERAL AND STATE TAX

11.1. The County is exempt from payment of Florida state sales and use taxes. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's tax exemption number in securing such materials.

11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE TWELVE
OWNERSHIP OF DOCUMENTS

12.1. Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared, or developed by Consultant under this Agreement shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use.

12.2. The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes, pertaining to public records. Consultant assumes no liability for the use of such documents by the County or others for purposes not intended under this Agreement.

ARTICLE THIRTEEN
MAINTENANCE OF RECORDS & PUBLIC RECORDS

13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

13.2. Consultant must comply with the public records laws, Florida Statute chapter 119, specifically Consultant must:

13.2.1. Keep and maintain public records required by the County to perform the service.

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

13.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

13.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

13.3 The County reserves the right to unilaterally cancel this Agreement for refusal by

the Consultant or any consultant, subconsultant, contractor, subcontractor, or materials vendor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

ARTICLE FOURTEEN
INSURANCE

14.1. During the life of the Agreement the Consultant shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance as set forth in the RFQ.

14.2 Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification, or expiration of such coverage without thirty (30) days prior written notice to the County. The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of DeSoto County. All such policies shall be endorsed to provide defense coverage obligations. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the County. If there is any failure by the Consultant to comply with the provisions of this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance. County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain insurance. The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages. All Consultant's sub-contractors shall be required to include County and Consultant as additional insured on their General Liability Insurance policies. In the event that subcontractors used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County for any claim in excess of the subcontractors' insurance coverage. The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

14.3 Comprehensive Automobile Liability Insurance. In the event Consultant travels in furtherance of the performance of the services required in this Agreement, Consultant shall obtain comprehensive automobile liability insurance with $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any

one occurrence, including all owned, hired, and non-owned vehicles, as appropriate.

14.4 Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence.

14.5 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than $1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

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

14.7 Performance, Payment, and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the Consultant Service Agreement for the project.

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

ARTICLE FIFTEEN
INDEMNIFICATION

15.1. The Consultant agrees to indemnify and hold harmless and defend the County, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by County from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligent error, omission, negligent act, recklessness, or intentionally wrongful act of Consultant, its agents, servants, or employees, in the performance of services under this Agreement.

15.2. Consultant shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold County, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of Consultant to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by Consultant of its obligations under

this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of Consultant, its sub-Consultants, agents, employees and invitees; provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising solely out of the County's negligence. County review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement. Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

15.3. Consultant acknowledges that the general conditions of any construction contract shall include language, satisfactory to the County's attorney, in which the contractor agrees to hold harmless and to defend County, Consultant, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. County acknowledges that Consultant shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.

15.4. The first ten dollars ($10.00) of remuneration paid to Consultant under this Agreement shall be in consideration for the indemnification provided for in this article.

ARTICLE SIXTEEN
CONFLICT OF INTEREST

16.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

16.2. The Consultant shall promptly notify the County Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the County Representative as to whether the association, interest or circumstance would be viewed by the County Representative as constituting a conflict of interest if entered into by the Consultant. The County Representative agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of County Commissioners by the Consultant within thirty (30) days of the County Representative's notice to the

Consultant. If, in the opinion of the County Representative or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County Representative or County shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement.

ARTICLE SEVENTEEN
E-VERIFY & STATE PROVISIONS

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

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

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

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

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

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

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

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

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

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

17.4.1. Enrollment in the E-Verify program; or

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

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

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

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

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

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

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

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

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

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

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

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

17.6.3. Includes work performed in the United States.

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

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

17.9. Countries of Foreign Concern. Pursuant to Section 287.138, Florida Statutes, the County cannot knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if the entity is owned, controlled, organized, or operating in a foreign country of concern, which include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás

Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, and any contracting entity that may be given access to an individual's personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is not owned by the government of a foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of nor have its principal place of business in a foreign country of concern. The required affidavit, which must be signed by a duly authorized officer or representative of Consultant, is attached hereto as Exhibit B.

ARTICLE EIGHTEEN
MODIFICATION

18.1. It is the intent of this Agreement that County shall from time-to-time issue SAs for Consultant to perform such services set forth in the Scope of Work therein. SAs shall be duly approved by the County prior to issuance. Consultant shall expediently perform the Scope of Work within the schedule indicated in the SA in accordance with Article Four above. Consultant shall timely cooperate with County Representative in negotiating the cost and schedule of said SA prior to submission to the County for approval. The County reserves the right to make changes in the Scope of Services of this Agreement, the Scope of Work of any SA, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of SAs issued under this Agreement.

18.2. If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work of a SA affected by a contemplated change, pending the County's decision to proceed with the change. Consultant shall be entitled to invoice County for that portion of the Scope of Work completed prior to receipt of the written notice.

18.3. If the County elects to make the change, the County shall initiate a written amendment to the SA signed by both parties, and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the County.

ARTICLE NINETEEN
ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

19.1. The County and the Consultant agree that this Agreement together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified,

superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Eighteen, Modification.

19.2. The Contract Documents shall consist of RFQ # 25-20-00; Consultant's Response to RFQ # 25-20-00; and any SA issued pursuant to this Agreement. In the event of conflict among the Contract Documents, the following Order of Precedence shall control:

1. SA
2. This Agreement
3. RFQ No. 25-20-00
4. Consultant's Response to RFQ No. 25-20-00

ARTICLE TWENTY
CONTRACTING WITH THE ENEMY OR SCRUTINIZED COMPANIES

20.1 In accordance with 2 C.F.R. 200.215, it is acknowledged that no services under a covered SA are to be performed outside the United States and its territories nor in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

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

ARTICLE TWENTY-ONE
GENERAL PROVISIONS

21.1. Good Faith. Consultant, in representing County, shall promote the best interest of County and each party agrees to assume toward the other party a duty of good faith and fair dealing.

21.2. Impairment of Rights or Liabilities. No modification, waiver, suspension, or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

21.3. Remedies. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in DeSoto County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right,

power, or remedy hereunder shall preclude any other or further exercise thereof.

21.4. Waiver. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

21.5. Headings. The headings of the Articles, Schedules, Parts, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions in such Articles, Schedules, Parts, and Attachments.

21.6. Third-Party Beneficiary. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

21.7 Successors and Assignment. The County and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

21.8. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

21.9. Authority to Contract. The signatory signing this Agreement on behalf of Consultant represents and warrants that signatory is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County (1) that the execution and delivery of this Agreement and the performance of Consultant obligations hereunder have been duly authorized and (2) that the Agreement is a valid and legal agreement binding on the Consultant and enforceable in accordance with its terms.

21.10. Pledging of Indebtedness. The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has

no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

21.11. Enforcement. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

21.12. Notices. All notices required in this Agreement shall be sent by certified mail, return receipt requested to the Consultant's Representative and the County Representative at the addresses shown in Articles One and Three hereof.

ARTICLE TWENTY-TWO
GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL.

22.1. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the state courts of DeSoto County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

22.2. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial, and appellate levels.

22.3. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

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

ARTICLE TWENTY-THREE
STANDARD OF CARE

23.1 Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and competent manner.

23.2 Consultant shall exercise the same degree of care, skill, and diligence in the

performance of the Services as is provided by a professional of like experience, knowledge, and resources, under similar circumstances for similar work performed in the same locality.

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

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

ARTICLE TWENTY-FOUR
FEDERAL PROVISIONS

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

24.1.1. 2 CFR Part 25.110

24.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000

24.1.3. Executive Orders 12549 and 12689

24.1.4. 41 CFR Part 60-1(a) and (d)

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

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

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

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

24.2.3. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

24.2.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

24.2.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

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

24.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

24.2.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

24.2.9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

24.2.10. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

24.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and

activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

24.2.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

24.2.13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

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

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

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

24.3.2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by

the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

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

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

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

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

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

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

24.5. Conflict of Interest (2 CFR § 200.112). For all federally funded work, the Contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to

maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice; (ii) A Contractor's objectivity in performing the work is or might be otherwise impaired; or (iii) The Contractor has an unfair competitive advantage.

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

24.7. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded work, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the

provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

24.11.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

24.11.2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

24.12. Federal Suspension and Debarment. This Agreement may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of its subcontractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

24.12.2. By entering this Agreement, Contractor has made the Certification set forth in this section. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

24.12.3. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

24.12.4. Certification Instructions

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

24.12.4.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

24.12.4.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

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

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

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

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

24.12.4.9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

24.12.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This

certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

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

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

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

24.14. Federal Lobbying. If applicable as set forth in any contract, Contractor who applies for an award of $100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in Exhibit D attached hereto as if fully set forth herein. Each tier of subcontractor will certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier of subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor.

24.15. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. Contractor is prohibited from inducing by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

24.16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable contracts issued in excess of $100,000

that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor and all subcontractors and subcontractors are required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

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

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

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

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

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

services performed in accordance with the manner of performance set forth in the contract.

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

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

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

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

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

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

24.28.1. Buy American Certificate (FAR 52.225-2) Contractor certifies that each end product, except those listed in paragraph 25.28.2 of this provision, is a domestic end product. Contractor shall list as foreign end products in paragraph 25.28.2 those end products manufactured in the United States that do not qualify as domestic end products.

The terms “domestic end product,” “end product,” and “foreign end product” are defined in FAR 52.225-1 entitled “Buy American-Supplies.”

24.28.2. Foreign End Products: Line Item No. Country of Origin

_____ _____

_____ _____

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

24.28. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216). Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

24.29. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

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

under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

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

24.32. Never Contract With The Enemy (2 CFR Part 183). For contracts funded by grant and cooperative agreements in excess of $50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

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

24.34. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.

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

24.36. Environmental Protection Agency General Terms and Conditions. This Agreement is subject to the EPA General Terms and Conditions and any federal grant funding award document. The most recent version of the EPA General Terms and Conditions is available at:

https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf/

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year below last written.

DESOTO COUNTY,
a political subdivision of the State of Florida

Attest:

Mandy Hines
County Administrator

J.C. Deriso, Chairman
Board of County Commissioners

Date: _____

Approved as to form:

Valerie Vicente
County Attorney

Attest:

THE WEILER ENGINEERING CORP.

Name: _____

Its: _____

Name: _____

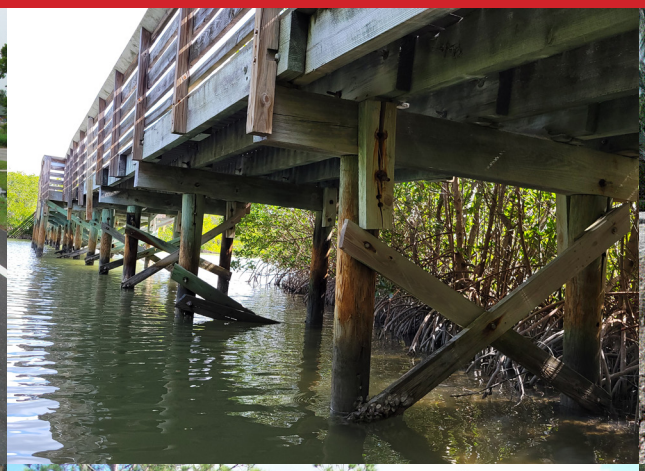
Its: _____

Date: _____

Submitted By:
The Weiler Engineering Corporation, An Apex Company
201 W. Marion Avenue
Suite 1306
Punta Gorda, FL 33950

Ph: (941) 505-1700
Fx: (941) 505 1702

Contact:
Mike Giardullo, PE
mgiardullo@weilerengineering.org





Qualifications to Provide

DeSoto County

Engineering Services – Engineer of Record

RFQ No. 25-20-00 | September 4, 2025

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September 4, 2025

DeSoto County BOCC
C/O Purchasing Director
201 E. Oak St. , Suite 203
Arcadia, FL 34266

RE: DeSoto County Engineering Services - Engineer of Record, RFQ 25-20-00

The Weiler Engineering Corporation (WEC) is grateful for the opportunity to serve the staff, elected officials, and residents of DeSoto County, and we are proud to submit our response to RFQ 25-20-00 for Engineering Services – Engineer of Record. WEC's broad range of engineering services and our commitment to a hands-on, boots-on-the-ground approach, combined with over 14 years of experience serving as the County Engineer and supporting projects for the Utilities, Parks, and Landfill departments, make us a strong candidate to continue serving the County in this role.

In late 2024, WEC became part of the Apex family of companies, which includes the independent entities of Johnson Engineering and Water Science Associates. While each company remains an independent business entity within the Apex organization, this affiliation has expanded the resources available to WEC, offering access to additional in-house services and staffing support. Many of these professionals are also familiar with DeSoto County and the types of projects anticipated over the next five years. Most importantly, throughout the past nine months under the Apex umbrella, WEC has maintained, and will continue to deliver, the same personalized level of service our clients have come to expect.

Our goal is simply to provide DeSoto County with outstanding services they can be proud of, including the following:

- ◊ Work with the DeSoto staff to complete successful projects which benefit the community;
- ◊ Provide responsive and efficient services to meet the needs outlined in the Scope of Work and beyond;
- ◊ Grow strong and trusted relationships through teamwork and knowledgeable local staff;
- ◊ Help make DeSoto County a safe and successful place to live and work;
- ◊ Coordinate with funding agencies to obtain funding and make projects affordable for residents.

I have been honored to have been part of your team, serving as the County Engineer for the past 14 years. During this time, I have worked closely with County staff in planning and executing long-term projects and reacting quickly following disaster events. The experience gained in understanding DeSoto County processes and those of funding agencies and other stakeholders has been invaluable. I cannot take full credit for our past successes as I have been supported by a multi-disciplinary team of local professionals whose experience not only aligns with this scope, but who have a proven track record of delivering results for DeSoto County. Coupled with our additional resources at Johnson Engineering such as full environmental services and traffic engineering and from Water Science Associates including deep well design and permitting, we are the ideal candidates to handle the rising challenges on the horizon for DeSoto County.

We look forward to an opportunity to discuss our experience and we are also excited about the future of DeSoto County and our role in helping the County meet the needs of the public.

Sincerely,



Michael Giardullo, PE
Principal-in-Charge

***WEC Acknowledges Receipt of Addendum #1, Dated August 20, 2025*

Company Information

1. Weiler Engineering Corporation (WEC) is registered to do business in the State of Florida.

2. Company History:

WEC has been in business for 32 years. Our main focus has been serving local governments to meet their regulatory, staffing, design, and capital project needs. We have worked as both staff and as a consultant to a variety of agencies. Specifically related to the RFQ scope of work, WEC has extensive experience working with FDOT District 1 on projects, as well as FDEP, FWC, SWFWMD, Army Corps of Engineers and numerous local agencies.

In late 2024, WEC became part of the Apex family of companies, which includes the independent entities of Johnson Engineering and Water Science Associates. These companies add additional resources to our team and expand our service offerings to include traffic, environmental science, surveying, water sampling, geology and deep well expertise to name a few. Our project experience includes serving as an Engineer of Record for each of the items from the RFQ Scope of Work:

- ◊ Civil Engineering
- ◊ Structural
- ◊ Environmental
- ◊ Geographic Information Systems (GIS)
- ◊ Water/Wastewater/Reclaimed Water
- ◊ Water Resources/Stormwater
- ◊ Value Engineering
- ◊ Drainage Issues
- ◊ Traffic Engineering
- ◊ Construction Project Management
- ◊ Construction Inspection Services
- ◊ Project Permitting

WEC worked closely with FDOT District 1 staff to plan, develop, and implement many projects as part of the 5-year Capital Outlay plan. Since 2011, WEC, specifically **Mike Giardullo, PE, has served as DeSoto County Engineer** and worked with FDOT to plan, design, and construct multiple projects. Mike is also responsible for developing cost estimates, submitting documentation complying with grant funding requirements, and ensuring DeSoto is complying with all requirements related to the funding source for sidewalks, bridge improvements, and road resurfacing. WEC's corporate and local office (Punta Gorda) have developed and maintained an advanced knowledge of the roadway design methodologies required by the FDOT for projects in District 1 and the stormwater modeling methods required for these projects. In addition, we have provided engineering and permitting for private developments throughout District 1 and Southwest Florida. This positions us to understand issues that developers face when permitting new projects and we can help this process go smoothly. Primarily assisting Mike are Steve Suggs as a Utilities Project Manager and Robin Palmer as an Environmental Engineer with experience in stormwater and landfill projects.

WEC has provided the design for many state and federally funded projects and has extensive knowledge of programs such as the Local Agency Program (LAP), FEMA Funding, NRCS, CDBG-MIT and CDBG-DR. Our staff, especially Mike Giardullo, has hands on experience planning, designing, constructing, and reporting all documents necessary for a variety of **LAP, SCOP, SCRAP** funded projects as well as **FWC** grant funded projects. WEC's direct experience in DeSoto County includes sidewalks, bridge rehabilitation, recreation enhancements, Arcadia downtown Master Plan, stormwater studies, landfill permit compliance, riverbank restoration and other similar projects. WEC has been successful at securing SRF loans for multiple municipalities. As a complete team, has also provide continuing services for the following local agencies/government organizations:

- ◊ DeSoto County, FL
- ◊ The Florida Department of Environmental Protection
- ◊ City of Marathon, FL
- ◊ City of Punta Gorda, FL
- ◊ Key Largo Wastewater Treatment District, Key Largo, FL
- ◊ Key West Resort Utilities, Key West, FL
- ◊ Charlotte County, FL
- ◊ City of Clewiston, FL
- ◊ Hendry County, FL
- ◊ Okeechobee County, FL
- ◊ Glades County, FL
- ◊ Village of Estero, FL
- ◊ City of Fort Myers, FL
- ◊ Lee County, FL

3. Years in Business: 32 years

4. Business under present name: 32 years

5. Location of consultants office where services will be performed: Punta Gorda, FL

Team Permanently Assigned to Office:

- ◊ Michael Giardullo, PE
- ◊ Robin Palmer, PE
- ◊ Ashlie Maberino, PE
- ◊ Davin Helgesen, PE
- ◊ Luli Ramalle, EI
- ◊ Brian Corso
- ◊ Max Morgan, PE
- ◊ Tim McConaghy, PE
- ◊ Damini Ettam
- ◊ Davis Johanson
- ◊ Carlos Giraldo
- ◊ Dillon Wright
- ◊ Beth Strong
- ◊ Tom Glidewell

6. How many years at present office location: 14 years

7. How many full time employees: 50 engineering related and 3 support related at WEC alone. Apex wide, there are over 240 professionals in the State of Florida and 1750+ across the United States.

8. Prior Location (Port Charlotte, FL): 18 years

9. Work share amongst employees working out of different office locations: Most of the work will be from the Punta Gorda office however, we will use our resources from other offices. Mike Giardullo has been successful at leveraging our talent in order to provide DeSoto County expertise in a variety of disciplines throughout the past 14 years.

10. Former Names of Corporation: None

11. Organization is a Corporation, answer following:

a. Date of Incorporation: 1993
b. State of Incorporation: Florida
c. President's Name: Shawn Doherty
d. Vice President's Name(s): Ryan Trahan
e. Secretary's Name: Matthew Hardesty
f. Treasurer's Name: Matthew Hardesty

Note: Michael Giardullo, is a Registered Agent and Principal-in-Charge for the Weiler Engineering Corporation

12. Organization is not a Partnership

13. Organization is a Corporation

14. Experience of your company or firm with the services, products, or combination thereof as stated in the Scope of Services or Specification:

The following page includes a summary of project experience related to the Scope of Work items from Section 2 A, B, and C of the RFQ. Additional experience and detailed descriptions are provided later in this proposal.

Scope of Services Project Examples

Project Name	Civil	Structural	Environmental	GIS	Water/Wastewater/ Reclaimed	Water Resources / Stormwater	Value Engineering	Drainage Issues	Traffic Engineering	Construction Proj. Management	Constructin Insp. Servcies	Project Permitting
Annual Paving Projects	✓						✓			✓		
Sombrero Beach Road Extension	✓		✓		✓				✓			✓
Bridge Countermeasures / Guardrails		✓								✓	✓	✓
Punta Gorda Harborwalk West	✓	✓	✓			✓						✓
Lettuce Lake Park Improvements		✓	✓							✓		✓
Kiwanis Park Improvements	✓	✓	✓			✓						✓
Butterford Waterway Breach Repair			✓	✓				✓		✓	✓	✓
FEMA Risk MAP - Sarasota County				✓								
Punta Gorda Geospatial Visualization				✓								
Wastewater GIS for Key Largo Wastewater Treatment District				✓								
Lake Suzy Wastewater System Integration					✓							
US 17 Phase III Wastewater & Water Facilities Plan					✓							
Marathon Sewer, Water, Reuse and Road Resurfacing	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓
SWFWMD Recertifications - DeSoto County						✓						✓
Saralakes Stormwater - Sarasota County						✓		✓				✓
Marco Island NPDES Stormwater Management						✓						✓
Masters Avenue Road Improvements	✓					✓				✓	✓	✓
Spring Lake Stormwater Study	✓							✓				
BMP 6 and 29 Culvert - Charlotte County		✓				✓		✓				✓
Islamorada 7-Eleven	✓				✓	✓	✓		✓			
Bermont Shooting Club	✓		✓			✓			✓			✓
Morgan Park LAP Project							✓			✓		
Stock Island Marina Village	✓	✓	✓		✓	✓				✓	✓	✓
CR 761 Bridge Scour Project	✓	✓	✓			✓		✓	✓	✓		
Veterans Park - Boat Launch	✓	✓	✓			✓		✓				✓
Reynolds Bridge Replacement	✓	✓				✓		✓	✓			✓

Examples Similar to Scope of Work (RFQ Section 2)

Civil Engineering

Annual Paving Projects

WEC took over this project after beginning to work with DeSoto in 2011. The original construction amount was $242K. WEC value engineered the existing scope during construction to make the final construction amount $228K. Not only were cost saving achieved, but WEC shifted asphalt quantities from the over designed Goolsby Street area in order to reduce pavement drop-offs and provide adequate paving on Burnham Street so the County could get the maximum benefit with their paving dollars. Following this project, WEC has completed 13 Annual Paving Projects for DeSoto County with the current annual budget of $1.5 million.



Sombrero Beach Road Extension

Mike Giardullo was heavily involved as a lead designer for the redesign of Sombrero Beach Road in Marathon. The plan was to create improved accessibility by adding a bike path within the available right-of-way, but to also create a round-about and textured pavement with elevated crosswalk tables to create traffic calming and improve pedestrian safety. These improvements were critical along the frontage of Sombrero Beach since it was a heavily used tourist destination in Marathon. The project also includes utility relocates and an additional phase for a turn lane and bus shelter at the Sombrero Beach Road and US 1 intersection.



Structural

Bridge Countermeasures / Guardrail Project

Since 2011 WEC has provided engineering design, grant management and construction engineering, inspection and administration services for 10 bridge FDOT funded projects Scopes varied from bridge to bridge and included a variety of improvements including scour countermeasures, guardrail replacement, pile jacketing, spalling repairs, roadway improvements. On bridge 040026, a crutch bent piling system was designed and secured to the bridge deck to replace the existing foundation. With surplus grant funding, WEC was able to add concrete spall repairs to the substructure, superstructure repairs, guardrail upgrades, and bank stabilization to the scope. WEC also performed the design for emergency repairs to the CR 661 bridge over Bunker Creek using FHWA funding following Hurricane Ian.



Punta Gorda Harborwalk West Project

WEC provided complete planning, design, bidding and construction contract administration for multiple phases of the Harborwalk project. Phases include a 2.4-mile promenade located adjacent to Charlotte Harbor. The walkway varies in width between 15 and 30 feet and is located within existing rights-of-way and other City property including Gilchrist and Laishley parks. The design incorporates: access to various facilities; way finding; future anticipated developments; ADA compliance; environmental compliance; stormwater management; parking; landscaping; and utility access.

Recent phase that has been completed, West Zone 7, was a LAP project partially funded by FDOT and included extension of the Harborwalk, seawall improvements, and stormwater design. WEC not only provided the design for this LAP funded project but was hired to complete the Construction Engineering and Inspection and EEO Compliance services. This project included the structural design of seawalls, pedestrian bridges, pavilions and 2 coastal restroom buildings.



Environmental

DeSoto Veterans Memorial Park Boat Ramp



Weiler Engineering was responsible for the design and permitting of this project which replaced an existing deteriorated boat ramp in DeSoto County. WEC designed a double wide boat ramp with floating docks. DeSoto County had a recurrent problem with toe scour of existing boat ramps primarily due to insufficient ramp length and power loading of vessels. WEC's design included an extended ramp with flat bottom at the mud lines with piles to reduce the likelihood of scouring and prevent damage resulting from scouring. The ramp also features a unique grooved surface design for extra vehicle traction and easy growth removal. Mike Giardullo, PE, was responsible for the permitting of the ramp through the Southwest Florida Water Management District and the Army Corps of Engineers.

William R Gaines Park Improvements



Mike was the Project Manager and lead Project Engineer for designing detailed construction drawings for the construction of pathways and boardwalks in environmentally sensitive wetlands for Charlotte County. Mike also led Weiler Engineering through final designing of the construction documents and demolition plan for bidding and construction, along with administration services throughout this process. Boardwalk and bridge replacements required some substantial impacts to a large wetland area onsite. Mike was responsible for mitigating these impacts by providing a planting plan which provided replacement of existing species and new species to create a more diverse wetland.

Butterford Waterway Breach Repair



WEC conducted an environmental/hydrologic study and then provided complete design, permitting and construction administration including ecological/ environmental monitoring. The project included spoil berm removal and drainage ditch filling which caused a breach that was constructed 60 years ago within the Charlotte Harbor Aquatic Preserve.

WEC used LIDAR technology to determine both the finished elevations and the amount of spoil in the order to fill the problematic man-made waterway. The project included removing invasive exotic vegetation which populated the raised area. The design elevation restores the area to its original elevation allowing the recreation of a wetland mosaic and restoring the natural sheet flow to the south within the peninsula. Adaptive Management techniques were incorporated in the success criteria. WEC's staff worked closely with the Army Corps of Engineers, the FDEP and the Charlotte Harbor Aquatic Preserve Park Biologist throughout the design, permitting and construction of this major improvement project. Weiler Engineering was also appointed by the FDEP as the ecologist responsible for monitoring the construction activities. WEC completed all Permitting and Construction Administration tasks for this project.

Geographic Information Systems (GIS)

Sarasota County - FEMA Risk MAP Coastal Analysis

FEMA's Coastal Risk Mapping, Assessment, and Planning (MAP) process includes a detailed coastal GIS modeling and analysis for Sarasota County which will result in updated Flood Insurance Rate Maps (FIRM's) for areas within the coastal floodplain. WEC provides Risk MAP support to where the company leads a multidisciplinary team of Coastal Engineers, Floodplain Managers, and Meteorologists. WEC's extensive education, background, and experience in GIS, modeling, and geospatial data analysis have been instrumental to WEC's successful support to Sarasota County. WEC also provided Floodplain Management & Public Outreach and Civil Engineering support, respectively, on this critically important project.

City of Punta Gorda Geospatial Visualization

This unique City-wide geospatial visualization was developed by WEC with creative input and data from the City's Mayor and Urban Planner. The fly-through animation highlighted the construction projects that were completed or under construction at the time and which were transforming the City since it was devastated by Hurricane Charlie in 2004, as well as the Mayor's vision for the next decade including the Harborwalk, Multi-Use Recreational Trail (MURT) System, and "Ring Around The City" system of interconnected parks and trails.



Wastewater GIS for Key Largo Wastewater Treatment District (KLWTD)

WEC developed and helped implement a system for integrating GPS and GIS into the construction management process for Key Largo's $100M centralized sewer project. He worked closely with District staff to train them in the use of Trimble GPS and Esri's ArcGIS Suite for improved efficiency in resource management during construction, as well as during various operations, maintenance, and administrative processes. The collection and transmission system includes over 90 miles of force main and vacuum main, with over 20,000 wastewater system features incorporated within the ArcGIS Server-based wastewater GIS database, along with record drawings, construction photos, cut sheets, and maintenance documents. The ArcGIS Server-based wastewater GIS has been an invaluable construction management tool for review and evaluation of record documents submitted by contractors, as well as review and troubleshooting problems throughout construction and now during operations and maintenance for the collection system. The GIS is currently being integrated into an asset management system to help track preventative maintenance, scheduled maintenance, history, and costs.

Water, Wastewater, and Reclaimed Water

DeSoto County Regional Waste Treatment Plant Rehabilitation and Expansion

The DCR WWTP was intended to be a temporary plant and was nearing the end of its useful life. WEC was responsible for the design, permitting and construction engineering and inspection for this multi-year project which included a new standalone headworks platform, new blowers, interior coatings of all tanks, new splitter box, new screens, new instrumentation and more. This project also included the expansion from 0.750 MGD to 0.950 MGD. This involved the construction of a new chlorine contact chamber and expansion of the existing lined effluent storage pond. WEC worked closely with the plant operators and the Contractor to allow for half of the facility to be taken offline at a time to facilitate the rehabilitation and expansion activities.



DeSoto County US-17 Phase III Wastewater & Water Facilities Plan

2014 During the US-17 Phase III highway widening project, DeSoto County realized that a Utilities Facility Plan would be required in order to qualify for construction grants and loans through FDEP and EPA under the Clean Water Act and State Revolving Fund (SRF). WEC was tasked with developing the complete Facility Plan in less than a month in order to meet the state clearinghouse funding deadline. WEC worked tirelessly with DeSoto County Utilities and Administration staff to gather the required data and other technical information, while incorporating critical water and wastewater engineering expertise from WEC's Mike Giardullo PE, Ed Castle PE, and the WEC team delivered a complete and accurate Facility Plan to the County on time and within budget and provided additional information as requested from FDEP throughout the Facility Plan review process. This extraordinary team effort resulted in DeSoto County receiving $700,000 in FDEP grant funding for construction of the water distribution system, as well as qualifying the County for millions more in SRF loans to construct the wastewater portion of the project.

City of Marathon Sewer Project

City-wide Master Plan for Stormwater, Sewer and Road Rehabilitation approved by FDEP for participation in State Revolving Loan Fund, and other funding agencies. WEC staff provided design of complete sewer & stormwater systems, WWT plants, reclaimed water, and road rehabilitation and overlay for multiple phases. WEC inspectors provided complete Construction Engineering Inspection Services throughout the project. The total project cost of just over $100 Million came in below WEC's original estimate from the facilities plan which was used to obtain grant funding and SRF loans. This project won the APWA Project of the Year for Florida and at the national level. WEC also received the APWA Consultant of the year award.



Water Resources/Stormwater

Golden Melody Stormwater Improvement Project

This project involved the improvement to the existing stormwater infrastructure in the Golden Melody Community. The project objective was to alleviate standing water, relocate pipes on which were constructed on private property, working with Florida Power and Light for use of their existing easement, and eliminating ditches in close proximity to backyards. Mike Giardullo was the engineer or record for the design and construction. Both were accomplished through the use of DeSoto County Staff for drafting design and construction inspection.



Ongoing SWFWMD Recertification's

WEC has assisted the County with the creation of a database of projects requiring recertification through the Southwest Florida Water Management District at varying frequencies. Mike Giardullo and the engineering department handles this for all County facilities, including the parks department and utilities department. The systems differ from above ground dry detention to wet detention with littoral areas to in-line effluent filtration. In addition to serving as the engineer of record for the recertification, Mike has trained numerous individuals in the engineering department to perform inspections of the facilities as a way of limiting consultant time and utilizing staff time to the maximum extent practical.



Saralakes – Sarasota

The project required a detailed stormwater system condition assessment and recommendations for required repair and replacement or rehabilitation in the Saralakes Estates neighborhood (Phillipi Creek Basin). The system included approximately 7,600 linear feet of stormwater pipe ranging from 18" to 54" diameter, as well as 75 stormwater structures. The scope completed by WEC included:

- ◊ Cleaning and TV inspection of storm inlets, manholes and pipes; review and verification of the County's GIS Asset Management Database in terms of locations, size, and types of pipes and structures
- ◊ A detailed CCTV-based assessment of conditions, headed up by Mike Gering, consisting of storm system evaluation and categorization of each pipe segment condition using NASSCO assessment using PACP and MACP methodology.
- ◊ Hydraulic Capacity Analysis consisting of a review of the existing County stormwater model conditions so as to include the secondary stormwater system in the study area as the Revised Existing Conditions Model (RECM). The RECM was then used to evaluate the system by updating the model to include inlets and piping to an outfall utilizing the WEC verified survey and GIS data.



The model for the basin was then run and resulted used to identify roadway and structure level-of-service (LOS) deficiencies of the existing stormwater system, which would identify any significant head loss occurring within the study area for the 100-year 24-hour rainfall event. WEC then prepared a Proposed Conditions Model to simulate the effect on the hydraulic flow capacity in the system due to the identified rehabilitation and replacement work. WEC staff prepared a Preliminary Design Report verifying existing conditions, analyzing its current integrity, and recommending system improvements and/or rehabilitation.

Mike Giardullo, PE served as the project manager; while Robin Palmer, PE assisted with preparing the design study; and Mike Gering performed design and pipe/ structure condition assessment.

Marco Island Stormwater Management Program
Weiler Engineering Corporation (WEC) served as the City of Marco Island's Consultant for the Phase II National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit. The project entailed an in-depth analysis of the existing stormwater management practices and policies in order to establish a Stormwater Management Program (SWMP) that would meet the requirements of the Florida Department of Environmental Protection. WEC was able to complete the project within a short deadline in order to meet the requirements of the FDEP.

Value Engineering

FY 2010/2011 Annual Paving Project
WEC took over this project after beginning to work with DeSoto in 2011. The original construction amount was $242K. WEC value engineered the existing scope during construction to make the final construction amount $228K. Not only were cost saving achieved, but WEC shifted asphalt quantities from the over designed Goolsby Street area in order to reduce pavement drop-offs and provide adequate paving on Burnham Street so the County could get the maximum benefit with their paving dollars. Following this project, WEC has completed 13 Annual Paving Projects for DeSoto County with the current annual budget of $1.5 Million.

Carlstrom Field Road
Mike Giardullo was responsible for the grant acquisition, design and construction engineering and inspection for this road improvement project paid for with an FDOT SCOP Grant. The project involved the removal of an old concrete road under the existing road surface, adding shoulders and roadside ditch improvements. Through design and through value added change orders, we were able to get the final contract amounts within $500 of the $650K grant. WEC added the replacement of nearly all culverts, driveways were paved to ROW lines, ditches were regraded to alleviate stormwater issues, parking areas for businesses in the ROW were paved, extra mowing was provided all using the grant money for this road project. These additional items reduced work that would need to be performed by County forces following the project.



Drainage Issues

Resident Issues / Brownville
Serving DeSoto County, Mike Giardullo has assisted the staff in the resolution of many drainage issues. It is common practice to meet onsite with residents to hear their concerns about stormwater issues and collaborate with the Road and Bridge Department to develop cost-effective solutions that address residents' needs while staying within the County's budget. A recent example of this approach is the project on SW Mariposa Drive, where a plan was created to divert stormwater from the right-of-way and alleviate flooding on a low-lying property. It is also common for WEC to quickly respond to emergency culvert problems such as the Brownville

culvert which was breached causing road-closing damage. WEC worked with staff to repair this culvert quickly to get the road open while improving vehicular safety and reducing likelihood of a similar occurrence. WEC has also worked with the County to develop 3 annual herbicide application projects and currently is working on an in-house alternative to contracted herbicide application services.

BMP 6 and 29 Charlotte County Culvert Project
Design and permitting for replacement of multiple culverts with drainage problems in Charlotte Harbor area. The project required analysis and updating of the watershed ICPR model for Charlotte Harbor. During construction WEC staff provided responsive evaluation and recommendations of action to County staff of construction issues.

- ◊ Evaluation of existing culverts for replacement
- ◊ Design and Construction Plans
- ◊ On-site evaluation of damaged construction materials and recommendations to proceed

Traffic Engineering

Plan Reviews - Cross Creek of Arcadia, Arcadia Crossings
WEC serves on the County Development Review Committee and performs engineering reviews including traffic studies for the past 14 years. During this time, WEC has worked with developers to devise the criteria for traffic studies prior to submission. This results in the County ensuring the roadways will have sufficient level of services and determination of additional improvements if necessary as well as aides the developer in limiting consulting fees as the scope of work is clear before beginning. Two recent examples include the traffic study for the proposed RV campground in the Lettuce Lake area, the expansion of the Cross Creek RV Resort and the Arcadia Crossing shopping center development. With Johnson Engineering we now have dedicated traffic expertise available for more complex traffic study review.

Bermont Shooting Club
As part of the DRC process for the Bermont Shooting Club, the property owner was required to have an approved Traffic Impact Study approved by the Charlotte County Traffic Engineer. As part of this process, Mike Giardullo and Robin Palmer utilized the ITE Trip Generation 7th Edition to evaluate the exiting trips from the site. Another portion of the site was currently used for aggregate mining and would share a driveway with the proposed shooting club. The Traffic Impact Study compared the existing peak trips with total expected peak trips once the proposed facility was completed. The net increase in trips was less than 50 trips and therefore, no further study data was required.

Construction Project Management

Morgan Park LAP Project
In 2011, on the first day WEC begin serving DeSoto County as the County Engineer, this LAP project had its preconstruction meeting. Mike Giardullo was responsible for overseeing the staff and being the point of contact for the FDOT regarding all the Local Agency Program (requirements) and for the contractor. Shortly after the beginning of the project, the individual serving as the compliance specialist for the County resigned and Mike was able to take on this role through a large portion of the project until a new employee could be hired and trained to perform this task. WEC is always willing to utilize our extensive skills set to help the County in any way needed. The project was completed under budget and WEC worked with contractor to utilize over $100,000 in uncommitted grant funds for additional improvements such as sitting areas, culvert restoration, lift station upgrades, upgrades to the restroom building, remediation of old gas tanks in the right-of-way and other park improvements.



Stock Island Marina Village Phase 1



In addition to design and permitting, WEC staff were responsible for compete construction management services throughout construction. Mike Giardullo, PE supervised a team of inspectors and served as project manager during all phases. The project was a complete redesign of a marina and the upland services, amenities, and facilities available to customers and business owners. Marina improvements included concrete floating docks containing 363 floating slips, able to accommodate vessels more than 100 ft in length, for the Old Island Harbor Marina on Stock Island. Included in this project was the boat ramp, ramp access and parking area. The project is located in a harbor with water quality beneath state standards. WEC staff worked closely with the SFWMD, the FDEP and the ACOE in the permitting of this project and incorporated numerous onsite water quality improvement measures to mitigate the impacts of the development in an area with poor water quality.

Construction Inspection Services

Henry Barrow Bridge



This 2012 project included the construction of three 6-foot diameter culvert pipes and poured in place headwalls to replace an existing wooden bridge. WEC provided construction inspection services and had a experienced construction inspector onsite to help the contractor and ensure the County was getting the product that was bid. The bid amount was $138K and the final cost came in at $131K as a result of the inspector's close attention to actual quantities needed.

Dr. Martin Luther King, Jr. Blvd Improvements



Weiler Engineering was contracted by the City of Punta Gorda for improvements to the existing right-of-way of Dr. Martin Luther King Jr. Boulevard. This project included the addition of 14 parallel and diagonal on-street parking spaces on the east side of the street, relocating and widening the existing concrete sidewalk from 5 to 8 feet, providing brick accent areas within the parking spaces, and above ground dry retention areas to treat stormwater.

Project Permitting

Brownville Canoe Launch

The County desired to reduce the commercial canoeing traffic through Brownville Park to the boat ramp. In 2015, WEC worked with the Road and Bridge Staff and the Canoe Outfitters to find an alternative ramp location and a design that could be performed in house. WEC worked with the FDEP to get approval and authorization to use state-owned sovereign submerged lands for the canoe launch and the access roadway. The project is ready to begin construction pending funding.

Little Farm Road

Mike Giardullo, PE, was the Engineer of Record for a redesign of a portion of the Little Farm Road. The road had long served a rural settlement area with a large dip in the road that allowed water to flow over it during peak rainy season. The roadway was the release point of a large drainage basin that has seen substantial alterations through mining and agricultural development. WEC modeled the drainage basin, designed a bridge that would consist of 21 culverts, and permitted the project through the Water Management District and Charlotte County.

FDOT Specific Projects and Experience

WEC staff has worked extensively with FDOT on several projects in a variety of capacities. Since 2006, Mike Giardullo has been intimately involved with project planning, funding acquisition, design and construction of key projects in both South and Southwest Florida. WEC's projects range from long range planning opportunities as local government staff to capital project planning, to designing numerous FDOT funded projects.

Arcadia Downtown Master Plan
WEC was responsible for managing this project. The project was born from his vision of improving accessibility and aesthetics of the historic district while also creating logical ties into the outer sidewalk, bike lane, and trails plan for the City and County. The original master plan started with the DeSoto County Greenway Master Plan, also developed under the guidance of WEC. Both projects were funded through FDOT's LAP funding. During design of the 1st phase, Mike Giardullo was responsible for reviewing 30/60/90/100 plans and supervising construction activities to ensure compliance with both the design and LAP funding requirements.

Sombrero Beach Road
Mike Giardullo was heavily involved as a lead designer for the redesign of Sombrero Beach Road in Marathon. The plan was to create improved accessibility by adding a bike path within the available right-of-way, but to also create a round-about and textured pavement with elevated crosswalk tables to create traffic calming and improve pedestrian safety. These improvements were critical along the frontage of Sombrero Beach since it was a heavily used tourist destination in Marathon. The project also includes utility relocates and an additional phase for a turn lane and bus shelter at Sombrero Beach Road and US 1 intersection.

DeSoto County Engineer / Capital Project Planning
Every year, Mike Giardullo is responsible for working with the DeSoto Board of County Commissioners to develop their 5-year priority list for local projects which can be submitted to FDOT. Mike holds quarterly meetings with District 1 staff from Arcadia and Bartow to maintain open dialog and improve communications on project priorities, available funding, and budgetary timing for state and local fiscal years.

Morgan Park
Morgan Park is located along the Peace River and offers few amenities. As County Engineer, Mike was responsible for managing the design and construction contracts, assisting with procurement and scope of services development, providing construction inspection services during the construction of the bathroom/trailhead and multiuse trail, which totaled approximately 1 mile from SR 70 through Morgan Park.

Heritage Trail/Knights Key
Mike Giardullo was responsible for leading the design of a trailhead along the Heritage Overseas Trail near Marathon FL. This project was managed by FDEP but funded partially through LAP funds from FDOT. In addition, it was along a trail which is primarily in FDOT right-of-way on US 1. The project involved critical components of designing ADA compliant access to the area adjacent to and partially under the key connecting bridge; as well as planning for a future bathroom facility at the trail head. Both FDEP and FDOT were reviewers of WEC's 30/60/90/100 design plan sets.



This table is a summary of our DeSoto County experience, specifically related to the items identified in the Scope of Services for Grant and Agency relationships/projects (Section 2.C).

Grant Funded Projects in DeSoto County

Project Name	Grant Type	Owner's Representative	Funding Assistance	Design and Permitting	Construction Administration	Grant Compliance
Morgan Park (2011-12) 404679-5-58-01	LAP	✓			✓	✓
Nocatee Sidewalk (2011-12) 425553-1-58-01	LAP	✓			✓	✓
Bridge Scour Countermeausres (2011-13) 429912-1-58-01, 429903-1-58-01, 429909-1-58-01	SCOP	✓		✓	✓	✓
Bike and Pedestrian Master Plan (2011-15) 404679-7-58-01	LAP	✓	✓		✓	✓
Arcadia Downtown Improvements (2012-15) 404679-7-58-01	LAP	✓	✓		✓	✓
Knotts Dairy Road Driveway at SR 31 (2012-13) 432653-1-58-01	JPA	✓	✓	✓	✓	✓
Carlstom Field Road Reconstruction (2013-15) 433601-1-58-01	SCOP	✓	✓	✓	✓	✓
Bridge Guardrail Replacement (4) (2013-15) 430102-1-58-01, 430095-1-58-01 430099-1-58-01, 430100-1-58-01	SCOP	✓		✓	✓	✓
Gateway Signs (3) (2012-15) 430058-1-58-01	LAP	✓		✓		✓
Gateway Signs (2) (2014-2017) 430117-1-58-01, 429839-1-58-01	LAP	✓		✓		✓
SW Shores Ave. North of CR 760A Improvements (2015-2016) 435097-1-58-01	SCRAP	✓	✓	✓	✓	✓
NE Roan Street Improvements (2015-2017) 435048-1-58-01	SCOP	✓	✓	✓	✓	✓
NE Masters Avenue Improvements (2016-2018) 431889-1-54-01	SCRAP	✓	✓	✓		✓
SW Fletcher Street Improvements (2016-2019) 435606-1-54-01	SCOP	✓	✓	✓		✓
SW Shores Ave. South of CR 760A Improvements (2016-2018) 436648-1-54-01	SCOP	✓	✓	✓		✓
Windy Pine Ave. & Magnolia Terrace Improvements (2017-2018) 436649-1-54-01	SCRAP	✓	✓	✓		✓
Morgan Park Riverbank Restoration (2018-2019) DSR IRMA-DES-007	NRCS			✓	✓	
Spring Lake Stormwater Study (2018) 18CF0001178	SWFWMD		✓	✓		
Nocatee Boat Ramp Restoration (2018-2019)	FEMA			✓		
CR 761 Bridge Scour Countermeasures Improvements (2018-Present) 438565-1-54-01	SCOP	✓	✓	✓		✓
Reynolds Street Bridge Replacement Improvements (2018-Present) 438574-1-54-01	SCOP	✓	✓	✓		✓
DeSoto Veterans Memorial Park Boat Ramp (2019-2020)	FWC			✓		
SW Senate Street Improvements (2019)	SCOP	✓	✓	✓		✓
Hillsborough Avenue Improvements (2019-Present) 436645-1-54-01	SCRAP	✓	✓	✓		✓
SE Durrance Street Improvements (2019-Present) 436647-1-54-01	SCRAP	✓	✓	✓		✓

Agency Relationship and Coordination/Grant Experience

- State Revolving Funds (SRF) Loans
- Water Management District Grants and Awards
- Legislative Grants and Awards
- Florida Fish and Wildlife

WEC has successfully assisted with grant compliance tasks for over $300 million dollars in projects. WEC's Director of Engineering, Mike Giardullo, has overseen and been involved with a number of these grants during design and construction including, but not limited to: LAP, SCOP, SCRAP, FDEP/SRF, Water Management District, FEMA, NRCS and FWC (See Pg. 16). In addition to Mike, several WEC staff members have assisted local governments with Grant applications (TIGER I, II, III), development of grant compliance procedures, and training of local government staff for design and construction administration services related to these grants. WEC was successful in helping DeSoto qualify for SRF loans for the US 17 sewer project.

Some example projects where grant/funding assistance were the responsibility of WEC staff include:

- Lettuce Lake Boat Ramp and Park / low cost alternative for the restroom;
- Knight's Key Trailhead and Heritage Trail;
- Sombrero Beach Road Extension and Pathway;
- City of Marathon Sewer, Stormwater, Reclaimed Water & Road Rehabilitation;
- DeSoto County Gateway project;
- DeSoto County Morgan Park Trail and Trailhead;
- US 17 Sewer;
- Lake Suzy Force Main Extension;
- Key Largo Utility Expansion;
- Riverside Drive Force Main Extension.

WEC has been involved with many projects utilizing grant funding administered through a variety of other State and Federal agencies which have complex compliance requirements. They include State Loan Revolving Fund (FDEP), Florida Department of Transportation (SCOP/SCRAP), Housing Urban Development (HUD), Army Corp of Engineers (ACOE), and Congressional Earmark funding.

Our full-service engineering company has aided many clients, both in the municipal and private sectors, in obtaining available funding to support their project. For example, WEC provided funding assistance and aided the City of Marathon in the procurement of $3.3 million in grant funding and $10.3 million in State Revolving Fund Loans to offset the costs of the $27 million stormwater retro-fit system. Grant funding was obtained from both Local Agency Program (LAP) and American Recovery and Reinvestment Act (ARRA) / TIGER grants, as well as multiple grants from the South Florida Water Management District for this multiphase infrastructure public works project. A short time ago, the State Revolving Loan Fund announced new projects and WEC was involved in providing funding assistance with two of the six new projects qualifying for funding. For several years, WEC maintained involvement and provided assistance in receiving upwards of 60% of the SRF funds offered in any one calendar year. WEC is also responsible for ensuring that the projects which receive funding are constructed in compliance with the grant requirements. This involves having educated construction staff monitoring the individual and unique grant requirements, providing detailed records and meeting regularly with auditing staff throughout construction.

Additional Similar Project Experience

The following table identifies a few examples of similar projects and services provided as outlined in the RFQ Scope of Services.

Additional Similar Projects

Project Name	Funding Type	Owner's Representative	Funding Assistance	Design/ Permitting/Study	Construction Administration	Grant Compliance
Harborwalk West Zone 7	LAP			✓	✓	✓
Sombrero Beach Road Ext	LAP	✓	✓	✓	✓	✓
FDEP Overseas Heritage Trail	LAP			✓	✓	✓
Little Venice Phase II Stormwater and Paving	LAP	✓	✓	✓	✓	✓
Little Venice Phase IA Stormwater and Paving	LAP	✓	✓	✓	✓	✓
Marathon Sewer, Stormwater, Roadway	LAP/ARRA/ SRF	✓	✓	✓	✓	✓
MLK, Jr. Blvd Intersection Improvements	Sales Tax			✓	✓	✓
Marco Island NPDES Stormwater Management	Local			✓		
Saralakes Stormwater	Stormwater Tax			✓		
Glades County, Aspen Boulevard	SCOP/SCRAP				✓	✓
Glades County, Birchwood Parkway	SCOP/SCRAP				✓	✓
Hendry County, Fort Denaud Road (Phase 2)	SCRAP			✓		✓
Hendry County, W.C. Owen Avenue	SCOP/SCRAP			✓		✓
Hendry County, CR 78 Sidewalks	LAP			✓		✓
Hendry County, Francisco Street	SCOP/SCRAP			✓		✓
Hendry County, Fort Denaud Road (Phase I)	SCOP/SCRAP			✓		✓
Hendry County, CR 78 Phase VI	SCOP/SCRAP			✓	✓	✓
Hendry County, CR 78 Phase III	SCOP/SCRAP			✓	✓	✓
Hendry County, CR 78 Phase II	SCOP/SCRAP			✓	✓	✓
Hendry County, Helms Road Multi Use Path	CIGP			✓	✓	✓
Highlands County, Thunderbird Road Sidewalks (West)	LAP				✓	✓
Highlands County, Thunderbird Road Sidewalks (East)	LAP				✓	✓
Okechobee County, Micco Bluff Road	SCOP/SCRAP			✓		✓
Okechobee County, NE 34th Avenue	SCOP/SCRAP			✓		✓

III. Key Personnel (Category 2)

Organizational Chart

1.a Organization of key members (*resume included)

1.b. Mike Giardullo is authorized to enter a contract on behalf of the company with no limiting amounts. (^)

2.a. WEC will team with Johnson Engineering (an Apex Company) which is an independent entity. WEC also intends to work with the County staff for services available in-house. For any minor services that are later identified, WEC will recommend a subconsultant to fit that project or assist DeSoto County to acquire the needed services.



COUNTY ADMINISTRATOR
Mandy Hines

DESOTO COUNTY DEPARTMENT DIRECTORS
- Utilities Director
- Planning Director
- Road & Bridge Director
- Landfill Director
- Parks & Recreation Director
- Admin/Purchasing Directors

COUNTY ENGINEER
Michael Giardullo, PE*^

ENGINEERING DIVISION STAFF
- Right of Way Inspector
- Administrative Coordinator

CIVIL ENGINEERING
Robin Palmer, PE*
Ashlie Maberino, PE*
Davin Helgesen, PE
Luli Ramalle, EI

STRUCTURAL ENGINEERING
Brian Corso
Max Morgan, PE*
Tim McConaghy, PE
Damini Ettam

ENVIRONMENTAL
Laura Herrero*
John Curtis, CSE
Gary Nychyk
Greg Thomas, CE

UTILITIES
Steve Suggs, PE*
Ed Castle, PE*

Michael Dickey, PE*
David Trouteaud, PE

TRAFFIC ENGINEERING
Ryan Bell, PE, PTOE*
John Glenn, PE*
Leah Holmes, PE
Josh Hildebrand, PE, PTOE

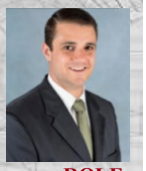
CONSTRUCTIONS SERVICES
Davis Johanson
Carlos Giraldo
Dillon Wright

Vee Lofton

GIS
Beth Strong
Tom Glidewell

Marina Guirguis

MICHAEL J. GIARDULLO, P.E.
County Engineer
Director of Civil Engineering



ROLE
COUNTY ENGINEER

EDUCATION
BACHELOR OF SCIENCE, CIVIL ENGINEERING, LOYOLA MARYMOUNT UNIVERSITY;
MASTER OF SCIENCE, CIVIL ENGINEERING, COLORADO STATE UNIVERSITY;
MASTER OF BUSINESS ADMINISTRATION, UNIVERSITY OF MASSACHUSETTS

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RELEVANT EXPERIENCE

Mr. Giardullo has been with Weiler Engineering (WEC) for over 19 years and serves as the Principal in Charge and Project Manager and on various projects. Under his responsible charge, Weiler Engineering has designed, permitted, and provided construction engineering services for projects in Southwest Florida. Mr. Giardullo is experienced in permitting projects through FDOT, FDEP, SWFWMD, and various municipalities throughout Southwest Florida and the Florida Keys and specializes in the obtaining funding and administering grant funded projects for local agencies through agencies/programs such as FDEP, FDOT SCOP, SCRAP and LAP, NRCS, SWFWMD, CIGP, CDBG and others.

REPRESENTATIVE PROJECTS

DeSoto County Continuing Engineering Services —DeSoto County, FL
Since 2011, WEC has served as the County Engineer for DeSoto County providing ongoing support for a variety of roadway, bridge, drainage, park, pathways and boat access projects. WEC provides grant assistance, design and permitting, project management and construction engineering and inspection services. Mr. Giardullo has led these efforts. Following major storm events, Mr. Giardullo has led teams to perform damage assessment to facilities, bridges, parks and structures. Mr. Giardullo has coordinated with FDOT, FEMA, FHWA and other agencies to seek funding for improvements and have emergency and permanent repairs performed. Through the scoping of these project. Mr. Giardullo has been successful at adding mitigation efforts to the scope of work of grant/FEMA funded projects to rebuild most robust infrastructure less susceptible to damage from future storm events.

10th Avenue and East Cypress Utility Replacement-Arcadia, FL
Project Manager / Engineer of Record The City of Arcadia hired Weiler Engineering to perform the design of major road improvements to these two City streets. The project received funding through the FDOT. As a separate work authorization, WEC replaced the existing sewer and water infrastructure within the project limits. The design included water mains, sewer force mains, gravity sewer mains, water and sewer lateral, man holes and conflict structures. Mr. Giardullo served as the project manager and engineer of record. He conducted numerous design and field meetings with City staff. The project was delivered on time and within budget.

Harborwalk and Seawalls—Punta Gorda, FL
Mr. Giardullo served as project manager for this waterfront infrastructure and linear park project. The Harborwalk involves 3.3 miles of prime harbor frontage owned by the City of Punta Gorda. In addition to the design and permitting of a multi-use recreational trail which ranges in width from 10-ft to 30-ft, he was responsible for numerous park improvements including, restroom facilities, gazebos, picnic pavilions, a play ground, bocce courts, beach clean up, a small sailboat launching facility, seawall replacement parking areas, 8 separate stormwater management systems using retention treatment, roadway improvements, and pedestrian bridges. **5 Phases of this project involved the analysis of different types of seawalls and the engineering of repairs and replacement.** Mike was responsible for the permitting of these improvements through the FDOT, the SWFWMD, the ACOE, the Charlotte Harbor Aquatic Preserve and FWC. In addition to providing regular updates to the Punta Gorda City Council, Mr. Giardullo also hosted public forum meetings to gain input from the general public

Live Oak Point Park Improvements—Punta Gorda, FL
WEC was originally contracted by the County to complete an in-depth assessment of three areas of the existing Live Oak Point Park. The assessment look at multiple alternatives to address the settlement and erosion issues that are occurring at the park. WEC was later contracted to design, permit, and provide construction services for these improvements. We are currently near the end of the design phase for this project. Permitting efforts included coordination with FPL, FDOT, SWFWMD, and ACOE. Mr. Giardullo is the Engineer of Record for this project. He was responsible for the design and permitting oversight, bidding assistance, and construction services oversight.

South County Regional Park Improvements—Charlotte County, FL
Mr. Giardullo was the Project Manager for this project. He oversaw the design, permitting, and construction services. This project consisted of the construction of a new tennis/pickleball court, additional sidewalks to promote connectivity within the park, resurfacing the existing tennis/pickleball courts to a dedicated pickleball court, and the construction of a new R/C car observation platform. This project required a minor modification through SWFWMD and permitting through Charlotte County DRC.

ROBIN PALMER, P.E
Environmental Engineer



ROLE
CIVIL ENGINEER

EDUCATION
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RELEVANT EXPERIENCE

Ms. Palmer is a Professional Engineer. She has been with Weiler Engineering for 11 years. She is an active member in the Peace River Engineering Society and Past President. Ms. Palmer also served for 4 years on the conference planning committee for the annual Southwest Florida Water Resource Conference held in Ft. Myers. In 2015, Ms. Palmer was recognized by the Governor for her first place award in technical writing at the ASCE Florida Section Annual Conference. She has served as the project manager for over 60 projects for the FDEP since 2016.

REPRESENTATIVE PROJECTS

Liverpool Boat Ramp Replacement, Arcadia, FL
Ms. Palmer served as the Project Manager and Civil Engineer of Record for the replacement of the single lane boat ramp and dock at Liverpool Park. The existing fixed dock was replaced by a floating dock to make vessel loading safer. The shoreline was stabilized using steel sheet panel walls and rip rap. The project was permitted through the FDEP and USACE. The project was funded by the FWC Florida Boating Improvement Program (FBIP). WEC assisted DeSoto County with the grant assistance, design, permitting, and construction assistance throughout the project.

Centennial Park and Harold Ave Park Sidewalk, Port Charlotte, FL
Ms. Palmer served as the Project Manager and Engineer of Record for the new walking paths at Harold Ave and Centennial Park. The Harold Ave. sidewalk was 914LF and extended around the baseball fields and connected into the existing sidewalks. The Centennial Park sidewalk was 2,168LF and wrapped around the existing soccer fields. Ms. Palmer was responsible for the design and permitting of this project and is currently working with County on the construction phase.

Charlotte County Wayfinding, Charlotte County, FL
Ms. Palmer served as the Project Manager for the design of wayfinding signs for parks throughout Charlotte County. Using a Regional Park and a Community Park as base models, Ms. Palmer coordinated with Charlotte County, Graphic Designer, and Structural Engineer to produce signate for vehicular traffic, pedestrian signs, and smaller identification signs for sport field and sport court labeling.

Bissett Park Master Plan, Charlotte County, FL
Ms. Palmer worked on two (2) projects at Bissett Park, a community park, within Charlotte County. Under the first scope of work, Ms. Palmer was the Project Manager for the Master Plan for the park. This Master Plan included phasing of new amenities within the park such as walking paths, disc golf course, outdoor exercise equipment, skate park, docks, parking, and a new recreation center. Under the second scope of work (Phase I of Master Plan improvements), Ms. Palmer served as the Project Manager and Engineer of Record for the design of walking paths, additional parking, skate park, and the master stormwater system for the park.

Spring Lake Stormwater Study-Lake Suzy, FL
Ms. Palmer served as the Design Engineer for the Spring Lake Stormwater Study. Ms. Palmer conducted multiple site visits, interviews with residents, and modeled the 2.5mi section of the drainage swale for recommendations on relieving the flooding of nearby residential neighborhoods. Ms. Palmer used ICPR to assess various options for solutions to the flooding at local subdivision. Ms. Palmer analyzed multiple ditch obstructions to determine which items impacted the flow of the 12sq mi. watershed through the drainage ditch. Ms. Palmer assisted with the grant application process through the Cooperative Funding Initiative with SWFMWD and completed the Benefit Cost Analysis for the project to obtain State funding. Ms. Palmer examined existing elevation, flood zone information, property ownership, property values, environmental impacts, and permitting requirements to determine which solution was the most cost effective.

ASHLIE MABERINO, P.E.
CIVIL ENGINEER



ROLE
CIVIL ENGINEER

EDUCATION
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RELEVANT EXPERIENCE

Mrs. Maberino is a graduate from Florida Gulf Coast University with a Bachelor of Science in Civil Engineering. Mrs. Maberino has been with Weiler Engineering for 5 years with a total of 7 years of experience in site development. Utilizing Mrs. Maberino's experience is in permitting, utility studies, utility management, stormwater design, and construction engineering and inspection services. With Mrs. Maberino's expertise as a Civil engineer she has ample experience with SFWMD, FDOT, FDEP, and other permitting agencies on many projects.

REPRESENTATIVE PROJECTS

Sunset Blvd East Sidewalk and Marathon Blvd Pathway - Charlotte County, FL
Mrs. Maberino recently completed the design and permitting for the Sunset Blvd East Sidewalk and the Marathon Blvd Pathway Projects. She was responsible for the permitting and is currently responsible for the construction Engineering and Inspection for both roadway sidewalks and Pathways. Mrs. Maberino has been responsible for the design as well as the coordination with the utilities and regulatory agencies. She also was integral in coordinating with SWFWMD to determine that the swale volumes were not being decreased by construction of the sidewalk

Grassy Flats Resort – Key West, FL
WEC was contracted to design the utility system and stormwater management system for a 28-room resort and restaurant in the Florida Keys. As the Design Engineer on the project, Ms. Maberino assisted with the stormwater design utilizing exfiltration trench to maximize the developable area. Ms. Maberino used ICPR3 to model the system, completed an engineering report, and submitted for permitting through SFWMD for the stormwater management design. Ms. Maberino worked on the potable water, gravity sewer, and lift station design for the project and completed the permitting required through the FDEP and Florida Keys Aqueduct Authority.

Live Oak Point Park Improvements, Punta Gorda, FL
WEC was originally contracted by the County to complete an in-depth assessment of three areas of the existing Live Oak Point Park. The assessment look at multiple alternatives to address the settlement and erosion issues that are occurring at the park. WEC was later contracted to design, permit, and provide construction services for these improvements. We are currently near the end of the design phase for this project. Permitting efforts included coordination with FPL, FDOT, SWFWMD, and ACOE. Mrs. Maberino has been responsible for the design and permitting of this project. This project is currently in the final stages of permitting and 100% plans are ready pending the permit approvals.

SW Hull Avenue Improvements – DeSoto County, FL
WEC was contracted to design and permit roadway improvements for the 5.45 miles of roadway along SW Hull Avenue from SW Senate Street to US 17. This project was funded through FDOT's Small County Outreach Program. Improvements to the roadway and railroad crossings were essential to ensure the safety of pedestrian traffic. As the design engineer, Ms. Maberino assisted in the design of the roadway and cross pipe replacements as well as the obtaining an exemption through SWFWMD.

King and Baker Drainage Improvements – DeSoto County, FL
WEC was contracted to design, permit, and perform CEI services for the existing drainage System along SE Baker Street in Arcadia Florida. This project is funded through the CDBG-MIT. The design looked at multiple alternatives including replacing the existing 66-inch CMP with 66-inch HDPE and lining the existing 66-inch CMP with CIPP lining. As the design engineer, Ms. Maberino assisted with the design alternatives and obtained an exemption through SWFWMD for both alternatives. The design is complete and construction is anticipated to begin in the Spring of 2025.

NE Cubitis Avenue Improvements – DeSoto County, FL
WEC was contracted to design and permit roadway improvements for the 3.83 miles of roadway along NE Cubitis Avenue from US 17 to NE Mckay Street. This project is funded through FDOT's Small County Outreach Program. Improvements to the roadway is essential to ensure the safety of pedestrian traffic. As the design engineer, Ms. Maberino is assisting in the design of the roadway and cross pipe replacements as well as the obtaining an exemption through SWFWMD. The Exemption has been obtained and the final plans will be delivered to DeSoto County soon.

MAX MORGAN, P.E
Structural Engineering



ROLE
STRUCTURAL ENGINEER

EDUCATION
Bachelor of Science
Civil Engineering
Florida Gulf Coast
University

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RELEVANT EXPERIENCE

Mr. Morgan is a graduate from Florida Gulf Coast University with a Bachelor of Science in Civil Engineering. Mr. Morgan has been with Weiler Engineering for 7 years. Mr. Morgan's experience is in permitting, waterfront structures, and material selection expertise. Through his role as a Design Engineer, Mr. Morgan has worked with local governmental agencies and municipalities for structural design to ensure design is uniform and flows with the intended vision of the client. Mr. Morgan has worked with SWFWMD, ACOE, FDOT, FDEP, and other permitting agencies on many projects.

REPRESENTATIVE PROJECTS

Veterans Park Expansion and Rehabilitation – DeSoto County, FL
Funded in part by a grant from FWC, this project consisted of a new boat ramp and parking area. Mr. Morgan was a member of the structural design team, where he assisted with the structural calculations for the boat ramp foundation and served as the primary draftsman. For the construction phase of the project, he served as the project manager and primary point of contact for the client and contractor. As part of his duties, he reviewed documents from the contractor, including applications for payment and submittals. Additionally, he performed field inspections when required and advised site personnel when conflicts were discovered.

Regional Wastewater Treatment Plant Rehabilitation - DeSoto County, FL
The existing WWTP in Arcadia was in severe disrepair and underutilized, with only one half of the plant in operation at the beginning of the project. Mr. Morgan has been involved with this project since the project began in 2020 and continued to oversee progress until final completion. Under the oversight of the engineer of record, he designed the new concrete headworks platform for the static screen system and was the primary draftsman during the entire design phase. For the continuing construction phase of the project, he has performed multiple and varied inspections, as well as project management duties. Besides typical construction progress inspections, he performed specialized coating inspections for the new proactive system on the rehabilitated steel tanks. He was also responsible for reviewing and approving contractor submittals, attending regular progress meetings, reviewing inspection reports, and facilitating communication between the engineer of record and the client.

Marina Dry Boat Storage Facility - Garrison Bight SMI - Key West, FL
Design of a new boat storage facility in a developed area on a relatively small lot. To facilitate the dry storage of customers' boats, the client intends to use a Wiggins Marina Bull, a large special purpose forklift with an operational weight of potentially over 100,000 pounds. A specially designed slab was required to accommodate this equipment in addition to typical marina facilities, including a seawall capable of withstanding the loads from the forklift.

Hurricane Ian Seawall Repair and Replacement - City of Punta Gorda - Punta Gorda, FL
Damage from Hurricane Ian in 2022 affected miles of seawall along waterfront residences in the City of Punta Gorda. The length of replacement requires continuous construction and inspection, with suboptimal conditions encountered periodically. Some locations require custom solutions to field conditions. Structural guidance and oversight is provided as needed.

LAURA BRADY HERRERO

Environmental



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239.461.2457

Years Experience

31 years

Education/Training

B.S. Ecology (1993), University of Illinois

Master's Work in Env. Sciences University of Alaska Anchorage (1997-1999)

Certified Ecologist, ESA

FAA Qualified Wildlife Biologist

Authorized Gopher Tortoise Agent with the FWC (GTA-13-00022)

Professional Affiliations

Ecological Society of America

Florida Association of Environmental Professionals (Past Chapter President)

Florida Airports Council Environmental Advisory Committee Member

Laura joined the firm in 2000 and serves as director of the firm's water resources and environmental consulting team, whose ecologists have more than 100 years of combined experience. As a certified ecologist, her duties include State and Federal wetland jurisdictional determinations, protected species surveys, habitat and species management plans, coordination and permitting with the Florida Fish and Wildlife Conservation Commission (FWC) and U.S. Fish and Wildlife Service (FWS), FWS Biological Assessments and Biological Opinions, wetland/listed species mitigation proposals and mitigation monitoring, Environmental Resource Permit and Federal Dredge and Fill applications, as well as follow-through to permit issuance and post-permit compliance. She is also an FWC Authorized Gopher Tortoise Agent, Federal Aviation Administration Qualified Wildlife Biologist, and FWS qualified caracara observer with over 1,600 hours of caracara survey experience and 40 nests found to date. Laura has served as the Project Manager and/or environmental lead for the permitting of many private and public sector projects and has provided expert witness testimony regarding ecological issues related to Lee and Collier County zoning cases.

Relevant Experience

- **Town of Ft. Myers Beach** - Lead ecologist on the Phase 1A watermain and drainage improvement project (sub-consultant to Mitchell & Stark) performing jurisdictional determinations, eagle monitoring, Coastal Construction Control Line (CCCL) permitting with the DEP, and assisting in evaluation of design changes to avoid impacts to mangroves and Estero bay.
- **Joel Boulevard Park, Lee County** - Johnson Engineering laid the ground work with a wetland determination, complete survey and site analysis services necessary before beginning the park concept plan. The Park Concept plan has been designed to include the elements the County envisioned for this passive park which include: a signed entry, parking lot facility and parking for school buses, picnic areas, tot lot and playground, a restroom, an outdoor environmental classroom, acres of agricultural operations for both uplands and marsh crops, acres of created wet marsh for wildlife habitat and environmental education, an area of existing Gopher Tortoise preserve, and miles of accessible trail throughout all areas of the park.
- **SFWMD Crested Caracara Monitoring** - Served as lead field ecologist working on the Kissimmee River Post-Restoration Monitoring of the Crested Caracara along the Kissimmee River Restoration Corridor; trained by Joan Morrison, Ph. D., and permitted by FWS under Dr. Morrison's permit, to capture and fit sub-adult caracaras with a radio transmitter (2000-2003); C-43 West Storage Reservoir caracara nest location surveys and productivity monitoring, assistance with trapping and banding and post-tagging monitoring (2015 – current); C-139 Annex Restoration nest location surveys and productivity monitoring (Phase 1 and portions of Phase 2, January 2018-current nesting seasons
- **Lee County DOT** - Wetland delineations, wetland functional assessments, mitigation proposals, listed species surveys, and State and federal permitting for Alico Road Corridor Study, Alico Road Widening, Gladiolus Drive Widening, Six-Mile Cypress Parkway Widening, A&W Bulb Road Safety Improvements, and Fiddlesticks Bike Path.
- **Lee County Public Works** - Permitted and oversaw construction and monitoring of the Section 33 Regional Mitigation Site; designed and permitted the Wild Turkey Strand Site 90 Mitigation Area just north of Alico Road; both of these projects included coordination with U.S. Fish and Wildlife Service for determination of available panther and wood stork mitigation.
- **Lee County Port Authority** - Provided environmental analysis to assist with the RSW Comprehensive Plan Amendment to support permitting of 200 acres of non-aviation development; State and Federal environmental permitting for Skyplex Boulevard and Phases I and II of the RSW Remediation of Hazardous Wildlife Areas; assisted with the permitting of the Midfield Terminal Expansion and Mitigation Park, the RSW and FMY Wildlife Hazard Assessments; and the implementation of the associated Wildlife Hazard Management Plans.
- **Babcock Ranch Community** - Conducted wetland delineations and functional assessments of both wetland impacts and mitigation areas on approximately 17,800 acres; freshwater biomonitoring utilizing fish and macroinvertebrates; wildlife surveys; Environmental Resource Permitting; preparation of the mitigation plan which includes 6,800 acres of onsite mitigation and 5,900 acres of mitigation on the State owned portion of the Babcock Ranch Preserve.

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STEVE SUGGS, P.E.
Director of Wastewater



ROLE
UTILITES ENGINEER

EDUCATION
BACHELOR OF SCIENCE, CIVIL ENGINEERING, BACHELOR OF SCIENCE ENVIRONMENTAL ENGINEERING FLORIDA GULF COAST UNIVERSITY

LICENSURE
FLORIDA LICENSED PROFESSIONAL ENGINEER #85237

CONTACT INFORMATION
201 W. MARION AVE., SUITE 1306 PUNTA GORDA, FL 33950

RELEVANT EXPERIENCE

Mr. Suggs has extensive experience in municipal and commercial projects with over 12 years specilizing in waste water treatment design and utility design indcluding water, sewer and roads infulstructure. He has worked on various projects ranging from civil site design, wastewater treatment plant design, wastewater collection system design, mechanical piping design, potable water distribution design, and structural design. His 10+ years of project management expericene is a valuable assest throughout design and construction phases. He is based out of WEC's Marathon FL office and manages design and CEI staff day to day operations.

REPRESENTATIVE PROJECTS

DeSoto County General Engineering Services: Mr. Suggs has assisted with multiple projects for DeSoto County over the past several years mainly in wastewater collection and operations. Mr. Suggs has performed assessments of both the DCR and DCI waste water treatment plants. He has assisted with the Lake Suzy odor control issues as well as advised staff on design of interconnections in the Lake Suzy system and future considerations from new developments.

DCR & DCI WWTP Assessment: Mr. Suggs performed an assessment of both the DCR and DCI WWTPs to determine the current state of the system and how best to approach rehabilitation of the WWTPs to increase capacity. During this evaluation he inspected equipment, contacted manufacturers, put together cost analysis and discussed known issues with DCR staff. This resulted in a report that presented several courses of action that DeSoto County could take to increase their capacity in the most cost-effective manner while utilizing existing equipment as much as possible. As part of the assessment the, Mr. Suggs determined the main cause of the quick degradation of the DCR WWTP equipment to be attributed to excessive hydrogen sulfide formation and proposed measures to help reduce the levels and further protect the WWTP equipment.

DCR WWTP Rehab: Mr. Suggs is currently designing and project managing the rehabilitation design for the DCR WWTP. The design includes the addition of a new concrete headworks platform with integrated primary screening devices, a hydrogen sulfide resistant advanced epoxy coating system, rehabilitation of the odor control system, addition of air diffusers in the anoxic zone to convert the process to conventional activated sludge, the addition of a sodium hydroxide dosing system to adjust for alkalinity and reduce hydrogen sulfide formation, as well as steel repairs to the existing treatment tanks. The project also requires a FDEP permit modification to change the treatment process to conventional activated sludge.

Marathon FL Area 3, 4, & 5 WWTP Upgrades: Mr. Suggs worked closely with Marathon City staff to determine what improvements would best serve the City at these three WWTP locations. This resulted in the design of 75,000 gallon influent equalization tank and associated equipment at the Area 3 WWTP along with a new disc filter & platform as well as headworks modifications. At the Area 4 WWTP a disc filter and platform were designed as improvements. Area 5 WWTP improvements consisted of membrane bioreactor (MBR) modifications, EQ tank pump modifications, piping modifications and the design of a new stand alone headworks facility for increased screening required by the new MBR upgrades. Mr. Suggs was responsible for the majority of the design for the project which included, civil components, structural components, electrical components, future planning, and state permitting through FDEP. During construction, Mr. Suggs managed the project during all phases to ensure the project was completed in accordance with the project specifications.

Marathon FL Area 3 Pretreatment: In 2019 The City of Marathon was awarded grant funding by the USACE that had tight deadlines for the money to be spent. Mr. Suggs designed a pre-treatment system to be installed in the Area 3 equalization tank as well as the City Marina that could be constructed within the grant funding timeline. The project included a structural platform, piping work, electrical design, and wastewater process modification. Mr. Suggs managed the project CEI phase during construction. The project was completed within the grant requirements, on schedule and within budget.

Key Largo Vacuum Tank Rehabilitation: The vacuum tank at station E had a coating failure that resulted in holes forming the vacuum tank. In order to repair the damage, the system needed to be taken offline for an extended period of time. However, given the layout of the system, this is not possible as the tank is a critical component. Mr. Suggs along with WEC staff came up with a temporary tank setup solution that required the vacuum mains to be rerouted and utilized the existing sewage pumps so that the tank could be taken down for repairs. This was an innovative solution as it was the first vacuum tank repair done while keeping the collection system active. Mr. Suggs was the design engineer and project manager during construction.

EDWARD CASLTE, P.E
Professional Engineer



ROLE
UTILITIES ENGINEER

EDUCATION
Bachelor of Science,
Chemical Engineering
University of Kentucky

CONTACT INFORMATION
201 W. MARION AVE., SUITE 1306
PUNTA GORDA, FL 33950
(941) 646-8608

RELEVANT EXPERIENCE

Mr. Castle has over thirty-five (35) years experience in planning, design, construction, operation and management of wastewater and water utilities. He has been a full-time resident of and has been working on wastewater projects in the Florida Keys since 1989. He is licensed as a Professional Engineer and as a Class A Wastewater Treatment Plant Operator in the State of Florida. He graduated from the University of Kentucky with a Bachelor of Science degree in Chemical Engineering with emphasis on water pollution control.

REPRESENTATIVE PROJECTS

City of Marathon: Mr. Castle has been providing engineering services to the City's Utilities Department for wastewater and stormwater matters for 20 years. Mr. Castle's recent projects for the City include: Design & permitting of the expansion of the Area 3 WWTP; Permit renewals for the City's 5 WWTPs; Compliance assistance with FDEP's above-ground storage tank program; Upgrades to the Chemical Feed Systems at the WWTPs; Upgrades of the filtration systems at the WWTPs; the 39th Street and the Sombrero Boulevard pump-assisted storm drainage systems; Power conditioning for WWTPs; Evaluation of WWTP effluent disposal options; and many other miscellaneous projects for the Utilities Department.

Key Largo Wastewater Treatment District: Mr. Castle has served as the Engineer of Record for the District for 20 years and attends weekly staff meetings and semi-monthly Board meetings. Mr. Castle has directed his staff on many District projects including: Expansion of the AWT plant from 2.1 MGD to 3.45 MGD; Design & construction of a 1.0 MG digester; Design & construction of the District's solar energy system at the WWTP and the vacuum pump stations; Deep injection well permit renewal and mechanical integrity testing; Emergency vacuum trailer and vacuum pump station modifications project; Design of filtration upgrades at the WWTP; and; Design & construction of the collection system monitoring system. Mr. Castle assists the District in preparation of its annual operating and capital projects budgets and administration of grant programs through the FDEP Stewardship and USACOE grant programs.

KW Resort Utilities: Mr. Castle was project manager for much of the collection system design and construction administration, including connecting the Monroe County Detention Center, the Key West Botanical Gardens and the Florida Keys SPCA wastewater systems to the KW Resort Utility wastewater facility. Other recent projects include; Expansion of the AWT wastewater treatment plant from 0.499 MGD to 0.849 MGD; Implementation of SCADA with remote monitoring & control; Serving as Expert Witness in PSC rate adjustments; Design & permitting of the Shrimp Road force main; Design & permitting of the College Road reclaimed water distribution main. Currently underway: Replacement of the electrical distribution system for the WWTP; Upgrade of WWTP aeration system.

DeSoto County: Mr. Castle has assisted DeSoto County with development of its Wastewater Masterplan, including plans for expansion of its service area and expansion of its regional WWTP. As part of these efforts, Mr. Castle prepared the shut-down and moth-balling of the DeSoto Correctional Institute WWTP, assisted in conceptual plans for expansion of the DeSoto County Regional WWTP and is currently providing design review for final plans for expansion of the DeSoto County Regional WWTP.

MICHAEL DICKEY, PE
Principal/Utility Engineer



mdickey@johnsoneng.com
239.461.2455

Years Experience
28 years

Education/Training
B.S. Civil Engineering (1997), University of South Florida

Licensing & Registration
Florida Professional Engineer, License No. 60057

Professional Affiliations
American Water Works Association

Serving as the firm's director of the utilities market group, Mike has 28 years of experience on utility projects. His project experience includes master planning, hydraulic modeling, design of water distribution systems, wastewater collection systems, irrigation systems, and pumping facilities. Prior to joining Johnson Engineering, Mike worked for a local utility contractor which gave him a unique perspective of how the utilities he designs today come together in the field. With both utility design and construction experience, Mike has a comprehensive understanding of the entire utility development process from planning to design, to permitting through construction. He knows how to develop a design that works both in theory and in practice.

Relevant Experience

- **Northeast Service Area WWTP, IQ & Potable Booster Pump Stations, Collier County Utilities** - Johnson Engineering is a member of a design-build team that is constructing an interim wastewater treatment plant (WWTP), potable water pumping and storage facilities, irrigation water facilities, and pipeline infrastructure for Collier County. The interim WWTP will have a capacity of 1.5 MGD and will serve Collier County's Northeast Service Area. Johnson Engineering's role in the project includes surveying, site development plans, pipeline design, electrical design, development of a groundwater monitoring plan, and permitting assistance. The project is expected to be completed in 2021 at a cost of approximately $75 million.
- **91st & 92nd Street Water Main Replacement, Collier County** - This project consisted of the replacement of approximately 10,000 linear feet of 12" and 8" water main in Collier County along 91st and 92nd street located within the Naples Park area. Key design elements included identifying an alignment within congested rights of way that would accomplish project goals while minimizing impacts to the existing residents and allow the existing asbestos cement water main to remain in service during construction. Design also included provisions to remove the entire AC water main once the new system was in service. Johnson provided the survey, design, permitting and bidding service for this project.
- **Vanderbilt Cul-de-Sacs Water Main Replacement, Collier County** - This project consisted of the replacement of approximately 16,000 linear feet of 8" and 4" water main in Collier County along Vanderbilt Drive and finger streets between Vanderbilt Beach Road and Immokalee Road. Key design elements included identifying an alignment within congested rights of way that would accomplish project goals while minimizing impacts to the existing residents and allow the existing asbestos cement water main to remain in service during construction. Design also included provisions to remove the entire AC water main once the new system was in service. Johnson provided the survey, design, permitting and bidding service for this project.
- **Priority 1 Water Main Replacement, Bonita Springs Utilities** - This project consisted of the replacement of approximately 24,000 linear feet of 12", 8" and 4" water main in Bonita Springs along various streets located in between Bonita Beach Road and the Imperial River. Key design elements included identifying an alignment within congested rights of way that would accomplish project goals while minimizing impacts to the existing residents and allow the existing asbestos cement and class pipe water mains to remain in service during construction. Design also included several directional drills to cross creeks and other environmentally sensitive areas. Project also required close coordination with the City of Bonita Springs who owned and maintained the road rights of way. Johnson Engineering provided the survey, design, and permitting, bidding service and construction administration for this project.
- **Phase 1 Water Main Replacement and Drainage Improvements, Town of Fort Myers Beach** - This project designed and constructed by means of design-build basis and included the replacement of approximately 30,000 feet of water main and the improvement of drainage facilities within the basin based neighborhood, Laguna Shores, and Bay Beach Lane areas on Fort Myers Beach. This project included construction through dense residential, multi-family, large condominium communities and busy commercial areas. Johnson Engineering is providing solutions to meet the challenge of construction through narrow ROWs while maintaining access and appearances during the important tourist season. We provided survey, design, permitting, and construction phase services for this project.

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RYAN BELL, PE, PTOE

Director of Transportation



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239.461.3310

Years Experience
27 years

Education/Training
B.S. Civil Engineering (1998), University of Florida

Intermediate MOT

Advanced MOT

Asphalt Level I & II

QC Manager

Licensing & Registration
Florida Professional Engineer, License No. 60010

Professional Traffic Operations Engineer (PTOE)

Professional Affiliations
American Society of Civil Engineers

National Society of Professional Engineers

Florida Engineering Society

Ryan joined Johnson Engineering in 1998 and is the firm's director of transportation. He has worked on various projects throughout Southwest Florida and is familiar with the design and permitting procedures of the local municipalities as well as the Florida Department of Transportation (FDOT). Ryan's primary experience includes planning, traffic, design, permitting and construction engineering and inspection (CEI) of transportation improvement projects. He has served as design project manager as well as CEI project engineer. This range of experience provides him a firm understanding of the overall process involved with transportation improvement projects from inception to final completion.

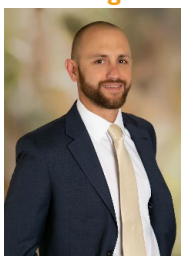
CEI Experience

- **County Road 763, DeSoto County** - Ryan recently served as the senior PE on this approximately 10 mile SCOP and SCRAP funded resurfacing project . This project included milling and resurfacing, full depth base repair and dranage improvements.
- **County Road 661, DeSoto County** - Ryan recently served as the senior PE on this approximately 8 mile SCOP and SCRAP funded resurfacing project . This project included milling and resurfacing, full depth base repair and drainage improvements.
- **Avenue R, City of Moore Haven** - Ryan recently served as the CEI senior PE on this reconstruction and resurfacing SCOP funded project. Roadway work included; roadway and base reconstruction, resurfacing and shoulder improvements.
- **6th Street, City of Moore Haven** - Ryan recently served as the CEI senior PE on this milling and resurfacing SCOP funded project. Roadway work included; milling and resurfacing, drainage improvements, sidewalk construction and signing and pavement marking.
- **Aspen Boulevard, Glades County** - Ryan recently served as the CEI senior PE on this SCOP and SCRAP funded resurfacing and drainage improvement project. Roadway work included; routing and sealing existing pavement, reconstruction of cross drains and asphalt overlay.
- **Birchwood Parkway, Glades County** - Ryan recently served as the CEI senior PE on this SCOP and SCRAP funded resurfacing and drainage improvement project. Roadway work included; routing and sealing existing pavement, reconstruction of cross drains and asphalt overlay.
- **County Road 78, Hendry County -** Ryan recently served as the Design EOR and CEI senior PE for the construction of approximately one and a half miles of roadway widening, box culvert extension and milling and resurfacing. This project consisted of multiple phases, all funded by FDOT through their SCOP and SCRAP programs.
- **Helms Road, Hendry County** - Ryan recently served as the Design EOR and CEI senior PE for approximately three miles of new four-lane urban roadway improvements. This project was FDOT grant funded through CIGP. Construction funding for this project was disbursed over several years, as such the project was designed and constructed in phases.
- **C.R. 832 (Keri Road), Hendry County** - Senior project engineer for CEI on 13 miles of milling, resurfacing, shoulder construction and isolated base reconstruction of this two-lane rural roadway in central Hendry County. This was an ARRA stimulus project administered by FDOT and recently completed.
- **C.R. 832 (Keri Road), Hendry County** - Senior project engineer for CEI on 13 miles of milling, resurfacing, shoulder construction and isolated base reconstruction of this two-lane rural roadway in central Hendry County. This was an ARRA stimulus project administered by FDOT and recently completed.
- **Colonial Boulevard Widening, Lee County** - CEI project engineer for three miles of four to six-lane roadway widening including widening of the bridge over Six Mile Cypress Slough
- **Three Oaks Imperial Parkway, City of Bonita Springs** - CEI project engineer for four miles of new four-lane roadway and one mile of four to six-lane widening construction including a 285-foot bridge, drainage and signalization.
- **Alico Road Widening, Lee County** - CEI project engineer for three miles of two to six-lane roadway widening construction including drainage, utilities, signalization and canal construction.
- **Gasparilla Rd (CR 771), Charlotte County** - Design EOR and CEI Senior PE for this CM at Risk project including 2.5 miles of 2 to 4 lane widening with associated utility relocation, drainage, signalization, street lighting and a new pre-fab deck span bridge over the Butterford Canal.

JOHNSON ENGINEERING — An Apex Company

JOHN GLENN, PE

Transportation Engineer



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239.461.2401

Years Experience
13 years

Education/Training
B.S. Civil Engineering (2013), Florida Gulf Coast University

Licensing & Registration
Florida Professional Engineer No. 84227

FDOT Certifications
FDOT Advanced MOT

NRC Nuclear Gauge Safety

ACI Concrete Field Level 1

Asphalt Paving Technician - Level 1 & II

Earthwork - Level 1& 2

Volunteer Opportunities
City of Fort Myers - Adopt a Canal Program

Coastal Conservation Association (CCA) - Banquet Committee Member

John currently serves as a project administrator and design project engineer in our transportation group. John's experience includes both design and CEI on various projects throughout Lee, Hendry, DeSoto, Glades and Charlotte counties. Serving as design engineer and project administrator on many of these projects has given John an understanding of what it takes to successfully complete both the design and construction phases of a project.

Relevant CEI Experience

- **County Road 763, DeSoto County** - John recently served as the project administrator on this Milling and resurfacing SCOP and SCRAP funded project. His roles included; tracking quantity over and underruns to maximize available funding, coordinating change orders, conducting bi-weekly construction meetings, review of pay requests, shop drawings and RFI's.
- **County Road 661, DeSoto County** - John recently served as the project administrator on this Milling and resurfacing SCOP and SCRAP funded project. His roles included; tracking quantity over and underruns to maximize available funding, coordinating change orders, conducting bi-weekly construction meetings, review of pay requests, shop drawings and RFI's.
- **Avenue R, City of Moore Haven** - John recently served as the project administrator on this reconstruction and resurfacing SCOP funded project. His roles included; conducting bi-weekly construction meetings, review of pay requests, shop drawings and RFI's.
- **6th Street, City of Moore Haven** - John recently served as the project administrator on this milling and resurfacing SCOP funded project. His roles included; conducting bi-weekly construction meetings, review of pay requests, shop drawings and RFI's.
- **Aspen Boulevard, Glades County** - John recently served as the project administrator on this SCOP and SCRAP funded project. His roles included; conducting bi-weekly construction meetings, review of pay requests, shop drawings and RFI's.
- **Birchwood Parkway, Glades County** - John recently served as the project administrator on this reconstructing and resurfacing SCOP funded project. His roles included; conducting bi-weekly construction meetings, review of pay requests, shop drawings and RFI's.
- **County Road 733, Glades County** - John participated in both the design and construction inspection for approximately two miles of roadway resurfacing and drainage improvements. This project was completed on time and on budget.
- **County Road 720, Glades County** - John participated in both the design and construction inspection for approximately two miles of roadway resurfacing and drainage improvements. This project was completed on time and on budget.
- **Helms Roadway Extension, Hendry County** - John recently serve as the project engineer/ administrator for approximately three miles of new four-lane urban roadway improvements. His roles include soil density testing and sampling, concrete testing, review of pay requests, shop drawings and RFI's. This project includes the construction of four box culverts and one box culvert extension. John also served as a design team member on this project.
- **Whisper Creek Box Culvert, Hendry County** - John served as both a design team member and inspector for the construction of a cast in place box culvert and miscellaneous roadway improvements. This project has been completed.
- **County Road 78 Phase III, Hendry County** - John served as both a design team member and inspector for the construction of approximately three miles of roadway widening, associated drainage and milling and resurfacing. This project has been completed.
- **County Road 78 Phase VI, Hendry County** - John served as both a design team member and Inspector for the construction of approximately one and a half miles of roadway widening, box culvert extension and milling and resurfacing. This project has been completed.

Relevant Design Experience

- **Fort Denaud Road Phase II, Hendry County** - Engineer of Record for approximately 2.5 miles of milling and resurfacing / full depth reclamation SCRAP funded project In Hendry County. John was responsible for all aspects of design including designing to the allotted budget and incorporating bid alternated for flexibility during bidding.
- **Alico Road, Lee County** - Team member for the design of approximately two miles of roadway widening from two to four lane urban roadway including all associated drainage, and permitting. This project is currently underway.

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1. References / 3. Similar Projects

This section provides references for similar experience and projects. Please refer to Tab II, Qualifications, Section 14, Page 5 through 15 for a detailed list of projects which meet the Scope of Work listed in the RFQ.

Reference #1
Mitchell Austin, former Chief Planner City of Punta Gorda - Urban Design
Current Assistant Director – City of North Miami Beach – Community Development Department
(o) (305) 948-2966 (c) (786) 751-0056
mitchell.austin@citynmb.com

Experience Example #1

Harborwalk Punta Gorda (multiple phases), Punta Gorda, FL
The Weiler Engineering Corporation (WEC) has been retained by the City of Punta Gorda to complete the planning, design, bidding and construction contract administration for multiple phases of the Harborwalk project. Phases include a 2.4 mile promenade located adjacent to Charlotte Harbor. The walkway varies in width between 15 and 30 feet and is located within existing rights-of-way and other City properties including Gilchrist and Laishley parks.

The design incorporates: access to various facilities; way finding; future anticipated developments; ADA compliance; environmental compliance; stormwater management; parking; landscaping; and utility access. Recent phase that has been completed, West Zone 7, was a LAP project partially funded by FDOT and included extension of the Harborwalk, seawall improvements, and stormwater design. The Zone 7 LAP project was designed by WEC. Shortly after construction began, the City hired WEC to provide full CEI services. The FDOT approved WEC providing these services as WEC was able to begin work in a matter of days.

The project is a multi-phased project that has built upon itself over the past and future several years. Phase I includes the eastern end base project. This section of the project required considerable coordination with SWFWMD due to its proximity to mangroves, low elevation and the limited space available for construction. An exemption was approved for the walkway portion of the project while the new parking facilities required an ERP.

Phase II is the Western end which traverses a heavily used park, Gilchrist Park. In addition to the walkway, Weiler is providing parking improvements along Retta Esplanade, elimination of some internal parking lots and improvements to the remaining lots, expansion of the playground, evaluation of the existing Boat Club and Bay Front Centers with recommendations for future consolidation into one building and designing and permitting the first phase of the Sailing Center. Stormwater treatment is being provided for the entire 16.16 acres. Multiple shallow ponds are being developed to minimize the impact to the park while still providing the required treatment.

The Phase 2a project, designed by WEC is currently under construction. WEC provides ongoing post design services throughout construction.







Reference #2
Peter Rosasco, General Manager
Key Largo Waste Water Treatment District
103355 Overseas Hwy
Key Largo, FL 33037
(305) 451-4019
peter.rosasco@klwtd.com

Experience Example #2

Key Largo Wastewater Treatment District Utility Expansion, Key Largo, FL
Key Largo WWTD required project manager for collection system, including design, and management of engineering consultants for this vacuum system

- ◊ WEC oversaw planning, construction administration, compliance reviews, and general consulting services. As Engineer of Record for Wastewater Treatment Plant Expansion
- ◊ WEC provided wastewater consulting engineering services: rate-structure, funding, alternative technologies, cost analysis, maintenance & administration
- ◊ Took over as engineer in responsible charge for regional wastewater treatment plant and expansions, designed collection systems in Basins I, J &K, and vacuum pumping facilities
- ◊ Provided construction administration: pay application processing, record drawings, GIS data for asset management, O&M manual





Reference #3
Lonne Moore, Projects Manager
Charlotte County Community Services
1120 Centennial Blvd
Port Charlotte, FL 33953
(941) 613-3237
Lonne.Moore@charlottecountyfl.gov

Experience Example #3

Harbor Heights Park Improvements, Punta Gorda, FL
Charlotte County tasked WEC with many phases of this major park development project. Some phases were funded using a grant from the Charlotte County Marine Advisory Committee. WEC was responsible for designing, permitting and CEI projects, including:

- ◊ A replacement of the existing boat ramp including approach and boarding piers
- ◊ Parking improvements and stormwater management systems
- ◊ Sport Court improvements and ADA accessibility
- ◊ Gazebo/pavilion improvements
- ◊ Replacement of 2 day docks
- ◊ Seawall replacement project

WEC was responsible for obtaining permitting through the Southwest Florida Water Management and the Army Corps of Engineers when required. Projects also included impacts to mangroves. WEC also assisted with public information meetings regarding the park reconstruction. Lonne Moore was the project manager for the most recent seawall replacement project. WEC has also worked with Lonne on many other Charlotte County projects.





Reference #4
Dan Saus, Utilities Director
City of Marathon Utilities Department
9805 Overseas Highway
Marathon, FL 33050
(305) 289-5009
dsaus@ci.marathon.fl.us

Example Experience #4

City of Marathon Wastewater/ Stormwater /Paving Project, Marathon, FL
City-wide Master Plan for Stormwater, Sewer and Road Rehabilitation approved by FDEP for participation in State Revolving Loan Fund, and other funding agencies. WEC was responsible for design of complete sewer & stormwater systems, WWT plants, reclaimed water, and road rehabilitation and overlay including complete construction engineering inspection services.

- ◊ Design of five city-wide sanitary sewer collection and transmission systems including design of Wastewater Treatment Plants and 1 Wastewater Treatment Plant Expansion, as well as vacuum, gravity and low-pressure collection systems
- ◊ Designed reclaimed water system
- ◊ Designed stormwater system with road rehabilitation
- ◊ Performed all construction engineering & inspection (CEI) services, funding assistance, planning & budget
- ◊ Design and implementation of the SCADA systems at the plants and offsite vacuum station, construction management GIS database development, including integration of wastewater and stormwater GPS locations
- ◊ Provided permitting & environmental controls and erosion control for wetland and surface water impacts





Reference #5
Lacey Solomon, Projects Manager
Charlotte County Community Services
1120 Centennial Blvd
Port Charlotte, FL 33953
(941) 613-3238
Lacey.Solomon@charlottecountyfl.gov

Example Experience #5

William R. Gaines Park Improvements, Punta Gorda, FL
The Weiler Engineering Corporation was contracted to complete the design, permitting, and construction, engineering, and inspection services for William R. Gaines Jr. Veterans Memorial Park. Michael Giardullo, PE was the project manager for this project and was responsible for the design of the boardwalks, mulch trails, educational kiosks, and the location of the exercise stations.

This project was permitted through Southwest Florida Water Management District (SWFWMD) and Army Corps of Engineers (ACOE). This project was designed as a two-phase project to allow the County to budget the construction costs. Even though it was designed in two phases, the entire project was permitted as one with phase maps submitted so the County could partially complete the park improvements.

Due to the location of the boardwalks and trails being within wetlands, WEC coordinated with Little Pine Island to get the required mitigation credits. The design focused on creating as little impact to the wetlands as possible to minimize the amount of mitigation credits required.





Reference #6
Michelle Koby
Village at Hawk's Cay HOA, Inc.
800 Duck Key Drive, Mile Marker 61
Marathon, FL 33050
(305) 743-3000
Michelle@kobyinc.com

Example Experience #6

Hawks Cay Resort & Utilities, Marathon, FL
WEC has been the civil, utility and structural consultant to the Hawks Cay Resort since 1997. The phased project included the design and permitting to construct nearly three hundred single-family homes with resort and waterfront amenities and a complete renovation of the five star hotel and facilities. Engineering design services and services during construction were provided for nearly every phase of this project including site, storm water drainage and treatment, water distribution, wastewater collection and treatment facilities, docks, seawalls, environmental permitting and structural design for all of the homes and common facilities.

- ◊ Design of a wastewater treatment system located on an island adjacent to the resort utilizing the treated effluent for irrigation of the resort grounds. The design also included a reclaimed water distribution system, pumping system and spray irrigation
- ◊ Water distribution system included service to each of the nearly one-hundred single family homes and 177 room hotel. WEC was responsible for the design of the complete potable water distribution system and fire water distribution
- ◊ Ensured the pressure of the system was able to meet (Florida Keys Aqueduct Authority) FKAA's requirements per NFP code
- ◊ WEC was responsible for the design, permitting through SFWMD, FDEP, and other regulatory agencies, construction administration of the reclaimed water storage, pumping and distribution system including drip irrigation, potable water, fire water and reclaimed water systems which was constructed in many phases







2. Letter of Recommendation

Stock Island
Marina Village
Key West, FL

June 22, 2020

DeSoto County BOCC
C/O Purchasing Manager
201 E. Oak St. , Suite 203
Arcadia, FL 34266

Re: Recommendation of WEC

To Whom It May Concern:

The Weiler Engineering Corporation (WEC) has provided a variety of engineering and professional services to our company and project for nearly seven years. Our project, the Stock Island Marina Village, is a multiphase redevelopment of a working marina and waterfront. During this project, WEC has been responsible for design, planning, permitting, coordinating with numerous subconsultants and other service providers, overseeing construction, and assisting with grant acquisition and compliance for the FDEP's Clean Vessel Act Grant. They have assisted us in navigating the challenges of creating a new working waterfront in a challenging environment. They have expertly guided our development and consistently provided on-time, responsive, and efficient services.

This project includes the development of commercial buildings, a hotel, and new visitor parking and full service marina. The marina includes a redeveloped dock and pier to accommodate 363 boats, along with a fuel and store building and restroom buildings to serve our customers. Each brought their own set of challenges as we developed in phases, but WEC helped coordinate each effort and was able to be a key player in bringing the entire project together.

Most of my communication has been with Mike Giardullo, P.E., as the project manager form WEC. Mike is easy to work with and understands how to accomplish his client's goals. We are pleased with the outcome and product that has been developed and look forward to a continued long-term relationship with Mike and WEC.

Sincerely,
Longstock II, LLC d/b/a Stock Island Marina Village

Matthew Strunk
Treasurer

7009 Shrimp Rd. Suite 2, Key West Fl 33040 Phone: (305) 396-8291 Fax: (305) 292-213

3. List of Similar Projects

Additional Similar Projects						
Project Name	**Funding Type**	**Owner's Representative**	**Funding Assistance**	**Design/ Permitting/Study**	**Construction Administration**	**Grant Compliance**
Harborwalk West Zone 7	LAP			✓	✓	✓
Sombrero Beach Road Ext	LAP	✓	✓	✓	✓	✓
FDEP Overseas Heritage Trail	LAP			✓	✓	✓
Little Venice Phase II Stormwater and Paving	LAP	✓	✓	✓	✓	✓
Little Venice Phase IA Stormwater and Paving	LAP	✓	✓	✓	✓	✓
Marathon Sewer, Stormwater, Roadway	LAP/ARRA/ SRF	✓	✓	✓	✓	✓
MLK, Jr. Blvd Intersection Improvements	Sales Tax			✓	✓	✓
Marco Island NPDES Stormwater Management	Local			✓		
Saralakes Stormwater	Stormwater Tax			✓		
Glades County, Aspen Boulevard	SCOP/SCRAP				✓	✓
Glades County, Birchwood Parkway	SCOP/SCRAP				✓	✓
Hendry County, Fort Denaud Road (Phase 2)	SCRAP			✓		✓
Hendry County, W.C. Owen Avenue	SCOP/SCRAP			✓		✓
Hendry County, CR 78 Sidewalks	LAP			✓		✓
Hendry County, Francisco Street	SCOP/SCRAP			✓		✓
Hendry County, Fort Denaud Road (Phase I)	SCOP/SCRAP			✓		✓
Hendry County, CR 78 Phase VI	SCOP/SCRAP			✓	✓	✓
Hendry County, CR 78 Phase III	SCOP/SCRAP			✓	✓	✓
Hendry County, CR 78 Phase II	SCOP/SCRAP			✓	✓	✓
Hendry County, Helms Road Multi Use Path	CIGP			✓	✓	✓
Highlands County, Thunderbird Road Sidewalks (West)	LAP				✓	✓
Highlands County, Thunderbird Road Sidewalks (East)	LAP				✓	✓
Okechobee County, Micco Bluff Road	SCOP/SCRAP			✓		✓
Okechobee County, NE 34th Avenue	SCOP/SCRAP			✓		✓

Scope of Services Project Examples

Project Name	Civil	Structural	Environmental	GIS	Water/Wastewater/ Reclaimed	Water Resources / Stormwater	Value Engineering	Drainage Issues	Traffic Engineering	Construction Proj. Management	Constructin Insp. Servcies	Project Permitting
Annual Paving Projects	✓						✓			✓		
Sombrero Beach Road Extension	✓		✓		✓				✓			✓
Bridge Countermeasures / Guardrails		✓								✓	✓	✓
Punta Gorda Harborwalk West	✓	✓	✓			✓						✓
Lettuce Lake Park Improvements		✓	✓							✓		✓
Kiwanis Park Improvements	✓	✓	✓			✓						✓
Butterford Waterway Breach Repair			✓	✓				✓		✓	✓	✓
FEMA Risk MAP - Sarasota County				✓								
Punta Gorda Geospatial Visualization				✓								
Wastewater GIS for Key Largo Wastewater Treatment District				✓								
Lake Suzy Wastewater System Integration					✓							
US 17 Phase III Wastewater & Water Facilities Plan					✓							
Marathon Sewer, Water, Reuse and Road Resurfacing	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓
SWFWMD Recertifications - DeSoto County						✓						✓
Saralakes Stormwater - Sarasota County						✓		✓				✓
Marco Island NPDES Stormwater Management						✓						✓
Masters Avenue Road Improvements	✓					✓				✓	✓	✓
Spring Lake Stormwater Study	✓							✓				
BMP 6 and 29 Culvert - Charlotte County		✓				✓		✓				✓
Islamorada 7-Eleven	✓				✓	✓	✓		✓			
Bermont Shooting Club	✓		✓			✓			✓			✓
Morgan Park LAP Project							✓			✓		
Stock Island Marina Village	✓	✓	✓		✓	✓				✓	✓	✓
CR 761 Bridge Scour Project	✓	✓	✓			✓		✓	✓	✓		
Veterans Park - Boat Launch	✓	✓	✓			✓		✓				✓
Reynolds Bridge Replacement	✓	✓				✓		✓	✓			✓

4. Outstanding Achievements

Weiler Engineering's successful Marathon project received the **"Project of the Year Award"** for the Florida Chapter APWA (American Public Works Association) in 2013. For this great achievement, Weiler Engineering also earned the **"Consultant of the Year Award"** by the Florida Chapter APWA, for our exemplary knowledge, engineering procedures and professionalism with this enormous and successful Sewer System/Stormwater/ Road Project.

In addition, Weiler Engineering has the prestigious honor of earning the NATIONAL APWA "Project of the Year Award" which was presented in August of 2013.

Together with the City of Marathon's planning efforts and Weiler Engineering Services, the City of Marathon is now able to provide water, sewer, an extensive reclaimed water treatment and distribution system, city-wide stormwater systems, and rehabilitated roads to all the residents and visitors. Through Weiler's exemplary assistance, engineering procedures and competence, the City of Marathon was able to obtain funding assistance and install both sewer and stormwater at a cost less than previously quoted for only the sewer installation. All service areas are currently in operation and on-line without any major issues.

Additional Awards Earned for WEC & Apex

2014
In February 2014, Weiler Engineering's Key Largo Wastewater Treatment District, Treatment Plant Project, received the 2013 Plant Operations Excellence Award from the Florida Department of Environmental Protection's Division of Water Resource Management for South Florida wastewater and drinking water facilities "Focus On Change". The Plant Excellence Award recipients are considered prime examples of some of the best water treatment and conservation solutions in the state.

2013
The ENR (Engineering News Record Magazine) selected our Marathon Sewer/Stormwater Project as Project of the Year in the Water/Environment category for the Southeastern Region of the United States; the project was featured in the November 2013 Southeastern US issue of the ENR magazine.

2011
The Marathon Stormwater Project was awarded the 2011 Outstanding Achievement Award by the Florida Stormwater Association.

2009
Weiler Engineering was mentioned in March-April edition of Erosion Control Magazine for the use of Snout oil and debris baffles in over 940 inlet structures to reduce contaminant pass through. Snouts are proven to trap 50% of fine solids, 95% of floatables and 50% of hydrocarbons, a sustainable design concept.

2008
EPA's 2008 PISCES Award for innovation in the use of Clean Water State Revolving Funds. Exemplary design methods and excellent project planning methods allowed the City of Marathon to pay for an entire stormwater system with money saved from WEC's value engineering of the sewer project.



Approach and Keys to Success

At WEC, we are committed to providing the expertise and team support necessary for DeSoto County's continued success. Our approach is built on consistent, responsive service and a deep understanding of the County's operations, goals, and challenges.

Continued On-Site Commitment

Mike Giardullo, PE, will continue to provide at least one full day per week at the County offices. This on-site presence allows him to:

- ◊ **Meet with County Administration**
- ◊ **Coordinate directly with staff**
- ◊ **Attend Board meetings and other essential sessions**

With over 14 years of experience serving DeSoto County, Mike remains available beyond scheduled Tuesdays. County staff consistently reach him by phone or email, and he promptly responds to all communications. This level of access and reliability is critical to the success of a part-time County Engineer.

Proximity and Availability

Our office's close proximity to the County Administration building enables us to respond quickly - often with little notice. Mike has a strong track record of being responsive and available for both routine needs and emergency situations.

What WEC Offers DeSoto County

- ◊ **Multidisciplinary Collaboration: Cost-saving, cross-discipline problem solving**
- ◊ **State & Federal Project Expertise: Familiarity with FDOT, FDEP, SWFWMD, FWC processes**
- ◊ **Strong Relationships: With County staff, elected officials, and grant agencies**
- ◊ **In-House Expertise: Civil, structural, environmental, utility, planning, and financial services**
- ◊ **Efficient Project Delivery: From concept to closeout, across departments**

We operate as an extension of your County staff, offering comprehensive services and hands-on support tailored to local needs.

Keys to Success in DeSoto County

- ◊ **Leverage existing Engineering Division staff to reduce consultant hours**
- ◊ **Stay ahead of project deadlines and regulatory timelines**
- ◊ **Communicate honestly and directly - always**
- ◊ **Proactively seek and secure grant funding opportunities**
- ◊ **Maintain a consistent weekly presence with flexible availability**
- ◊ **Attend Development Review Committee and other meetings as needed**
- ◊ **Respond quickly to urgent issues or emergencies**
- ◊ **Provide timely responses by phone and email**
- ◊ **Coordinate multi-department projects efficiently**
- ◊ **Lead projects from planning through closeout**
- ◊ **Be hands-on, get in the field, resolve issues on-site**
- ◊ **Be team players and leaders, working side-by-side with County staff**

Local Knowledge and Experience

WEC has extensive knowledge of Florida statutes, environmental regulations, and federal laws related to wetlands, endangered species, and development. This expertise ensures projects align with local, state, and federal guidelines while promoting responsible growth.

For over 14 years, WEC has served as the County Engineer, saving public funds, meeting regulatory requirements, and supporting better service delivery. Our long-standing relationship with County staff and understanding of DeSoto's unique priorities make us the right partner moving forward.

We are also committed to staff development - training and mentoring County personnel to grow internal capabilities and technical expertise.

Managing Budget - Doing More With Less

WEC has helped manage DeSoto County's Engineering Division budget effectively, delivering high-quality services affordably. Mike Giardullo has consistently:

- ◊ Identified and scoped capital projects
- ◊ Provided accurate budgeting and cost estimates
- ◊ Delivered projects at or under budget

Through efficient design, inspection, and project management practices, we've enabled projects to include additional or value-added components, without additional County expense.

We've also:

- ◊ Secured and managed grant funding from multiple agencies
- ◊ Incorporated cost-control strategies in bidding (e.g., alternates and deducts)
- ◊ Provided Owner's Representative services to manage third-party designs
- ◊ Assisted in developing the County's 5-year Capital Improvement Plan

The success of these projects is a testament to the strong collaboration between WEC and County departments, including Engineering, Finance, and Purchasing. We look forward to building on this success in the years ahead.

Conclusion

Our approach is simple and proven: provide reliable, professional, in-house support that empowers the County to succeed. With our depth of experience, comprehensive services, and strong local presence, WEC is ready to continue supporting DeSoto County in achieving its goals.

We look forward to the opportunity to continue this valued partnership.







PROPOSERS CHECKLIST

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

_____✔_____ Completely Executed Proposal Package (original and ~~five (5)~~ copies and one (1) Flash Drive) Three (3) copies per Addendum #1

_____✔_____ Qualifications Statement Form

_____✔_____ Hold Harmless Form

_____✔_____ Drug Free Workplace Form

_____✔_____ Certification Regarding Debarment

_____✔_____ Public Entity Crimes Form

_____✔_____ Non-Collusion Affidavit

_____✔_____ Conflict of Interest

_____✔_____ E-Verify Affidavit

_____✔_____ Human Trafficking Affidavit

QUALIFICATIONS STATEMENT

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

SUBMITTED TO: **PURCHASING DEPARTMENT**
ADDRESS: **201 E. OAK STREET, SUITE 203**
ARCADIA, FLORIDA 34266

CIRCLE ONE

SUBMITTED BY: The Weiler Engineering Corporation — (Corporation)
NAME: Michael J. Giardullo, Director of Civil Engineering — Partnership
ADDRESS: 201 W. Marion Ave Suite 1306, Punta Gorda, FL 33950 — Individual
PRINCIPAL OFFICE: 201 W. Marion Ave Suite 1306, — Joint Venture
Punta Gorda, FL 33950 — Other

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

The correct name of the Offeror is: The Weiler Engineering Corporation

The address of the principal place of business is: 201 W. Marion Ave Suite 1306, Punta Gorda, FL 33950

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

a. Date of Incorporation: 1993

b. State of Incorporation: Florida

c. President's name: Shawn Doherty

d. Vice President's name: Ryan Trahan

e. Secretary's name: Matthew Hardesty

f. Treasurer: N/A

g. Name and address of Resident Agent: Michael J. Giardullo
Director of Civil Engineering

201 W. Marion Ave Suite 1306, Punta Gorda, FL 33950

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

a. Date of organization:_____

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

_____

N/A

_____

c. State whether general or limited partnership: _____

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

_____

N/A

_____

_____

_____

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

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

32 years

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

N/A

_____

_____

_____

_____

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

CA License 6656, Department of State 93000036231

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

Yes X No _____

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

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

No

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

No

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

COMPANY NAME	CONTACT	ADDRESS	
Charlotte County	Lonne Moore	2300 El Jobean Rd. Port Charlotte, FL	Email lonne.moore@charlottecountyfl.gov Telephone (941) 613-3237
Hendry County	Shane Parker, PE	PO Box 1607 LaBelle, FL	Email sparker@hendryfla.net Telephone (863) 675-5222
Key Largo Wastewater Treatment District	Peter Rosasco	103355 Overseas Hwy Key Largo, FL	Email peter.rosasco@klwtd.com Telephone (305) 451-4109

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

Michael Giardullo, PE - Director of Civil Engineering 2006 - Present/ DeSoto County Engineer since 2011
Robin Palmer, PE - Plans Review and Permitting Assistance, Environmental Review for DeSoto County 2014- Present
Ashlie Maberino, PE - Civil Engineer 2018 - Present
Brian Corso - Structural Engineering Manager 2016 - Present
Steve Suggs, PE- Project Manager/Design Engineer 2013 - Present
Ed Castle, PE - Utility Engineer and Utility Department Support for DeSoto County 2011 - Present
Laura Herrero - Director of Water Resources & Environmental Services / Principal Ecologist 2000 - Present
Mike Dickey, PE - Director of Utility Services 1999 - Present
Ryan Bell, PE, PTOE - Director of Transportation 1998 - Present
John Glenn, PE - Transportation Engineer 2012 - Present

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

Michael J. Giardullo

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

SIGNATURE

State of Florida
County of Lee

On this the 4th day of September, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared Michael J. Giardullo, Director of Civil Engineering and
(Name(s) of individual(s) who appeared before Notary)
whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

JESSICA W. GOSHORN MY COMMISSION EXPIRES 03-01-2026 NOTARY PUBLIC COMM. # HH 48230 STATE OF FLORIDA

Jessica W. Goshorn
(Name of Notary Public: Print, stamp, or type as commissioned.)

X Personally known to me, or

_____ Produced identification:

_____

X DID take the oath, or

_____ DID NOT take the oath.

HOLD HARMLESS

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

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

_____ **Partnership** __X__ **Corporation**

Name of Bidding Firm:

The Weiler Engineering Corporation

Mailing Address:

201 W. Marion Ave Suite 1306, Punta Gorda, FL 33950

Location Address:

201 W. Marion Ave Suite 1306

City & State: Punta Gorda, FL **ZIP:** 33950

Telephone: 941-505-1700 **Fax Number:** N/A

Name/Title of person authorized to bind the Company: Michael J. Giardullo, Director of Civil Engineering

Signature of person authorized to bind the Company: _____

Date: 9/4/2025

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that The Weiler Engineering Corporation (name of business) does:

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

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

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

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

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

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

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

Signature: _____
Michael J. Giardullo

Dated: 9/4/2025

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

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

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

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

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

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

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

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

Signature Michael J. Giardullo

Director of Civil Engineering
Title

The Weiler Engineering Corporation
Contractor/Firm

201 W. Marion Ave Suite 1306, Punta Gorda, FL 33950
Address

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

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

STATE OF Florida
COUNTY OF Lee

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

1. The business address of The Weiler Engineering Corporation
[Name of firm]

is 201 W. Marion Ave Suite 1306, Punta Gorda, FL 33950

2. My relationship to The Weiler Engineering Corporation
[Name of firm]

is Representative
[Relationship, such as sole proprietor, partner, president, vice president]

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

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

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

6. Neither the firm nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the firm nor any affiliate of the

firm has been convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

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

_____

SIGNATURE Michael J. Giardullo

State of Florida
County of Lee

On this the 4th day of September, 2025, before me, the undersigned Notary Public of the State of Florida, personally appeared Michael J. Giardullo and
(Name(s) of individual(s) who appeared before Notary)
whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

JESSICA W. GOSHORN MY COMMISSION EXPIRES 03-01-2028 NOTARY PUBLIC COMM. # HH 482300 STATE OF FLORIDA

Jessica W Goshorn
(Name of Notary Public: Print, stamp, or type as commissioned.)

__X__ Personally known to me, or

_____ Produced identification:

_____

__X__ DID take the oath, or

_____ DID NOT take the oath.

NON-COLLUSION AFFIDAVIT

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

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

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

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

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

NAME	RELATIONSHIPS
N/A	

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

AFFIDAVIT

STATE OF FLORIDA, COUNTY OF Lee

BEFORE ME, the undersigned authority, personally came and appeared, Michael J. Giardullo, who after being duly sworn, deposed and said that he is the fully authorized Representative of The Weiler Engineering Corporation (hereinafter referred to as affiant), and said affiant further said:

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

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

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

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 4th DAY OF September, 2025. NOTARY PUBLIC

AFFIANT

Company Name: The Weiler Engineering Corporation

Address: 201 W. Marion Ave Suite 1306, Punta Gorda, FL 33950

Phone Number: 941-505-1700

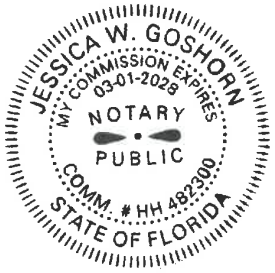
Signature: _____

Michael J. Giardullo

NON-COLLUSION AFFIDAVIT IN THE STATE OF Florida IN THE COUNTY OF Lee being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders. Subscribed and sworn before me this 4th day of September 2025 NOTARY PUBLIC in and for the State of Florida

Signature _____

Seal



CONFLICT OF INTEREST STATEMENT

(STATE OF FLORIDA; COUNTY OF DESOTO)

Before me, the undersigned authority, personally appeared Michael J. Giardullo, who was duly sworn, deposes, and states:

1 I am the Director of Civil Engineering of The Weiler Engineering Corporation with a local office in 201 W. Marion Ave Suite 1306, Punta Gorda, FL 33950 and principal office in 201 W. Marion Ave Suite 1306, Punta Gorda, FL 33950.

2 *For DeSoto County* The above named entity is submitting an Expression of Interest for the DeSoto County project described as: ***RFQ-25-20-00 – Engineering Services – Engineer of Record.***

3 The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

4 The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.

5 Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

6 Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

7 Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

8 I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of DeSoto County.

9 I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with DeSoto County.

10 In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify DeSoto County in writing.

DATED this 4th day of September, 2025.

_ (Affiant)

Typed Name of Affiant Michael J. Giardullo

Title Director of Civil Engineering

Sworn to and subscribed before me this 4th **day of** September**, 2025.**

Personally known Michael J. Giardullo, Director of Civil Engineering

OR Produced identification _____ **Notary Public - State of** Florida

My commission expires 3/01/2028 **(Type of identification)**

(Printed typed or stamped commissioned name of notary public)

JESSICA W. GOSHORN MY COMMISSION EXPIRES 03-01-2028 NOTARY PUBLIC COMM. # HH 482300 STATE OF FLORIDA

DESOTO COUNTY
CONTRACTOR/CONSULTANT/VENDOR
E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Lee

BEFORE ME, the undersigned authority, appeared Michael J. Giardullo, who first being duly sworn hereby swears or affirms as follows:

1. I make this affidavit on personal knowledge.
2. I am over the age of 18 years and otherwise confident to make this Affidavit.
3. I am the Director of Civil Engineering of The Weiler Engineering Corporation (the "Contractor/Consultant/Vendor").
4. I am authorized by The Weiler Engineering Corporation to make this Affidavit on behalf of Contractor/Consultant/Vendor.
5. Contractor/Consultant/Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.
6. Contractor/Consultant/Vendor acknowledges that Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.
7. Contractor/Consultant/Vendor is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
8. Contractor/Consultant/Vendor understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with DeSoto County.
9. Contractor/Consultant/Vendor's subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
10. Contractor/Consultant/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.

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

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

Signature of Affiant
on behalf of Contractor/Vendor

By: Michael J. Giardullo
As its: Director of Civil Engineering
Dated: 9/4/2025

STATE OF Florida
COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 4th day of September, 20 25, by Michael J. Giardullo, on behalf of The Weiler Engineering Corporation, who is personally known to me or who has produced _____ as identification.

Print Name: Jessica W Goshorn
Notary Public of the State of Florida

My Commission Expires:
3/01/2028

JESSICA W. GOSHORN
MY COMMISSION EXPIRES 03-01-2028
NOTARY PUBLIC
COMM. # HH 482300
STATE OF FLORIDA

HUMAN TRAFFICKING AFFIDAVIT
SECTION 787.06, FLORIDA STATUTES

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

I Michael J. Giardullo (insert name) as Director of Civil Engineering (insert title) on behalf of The Weiler Engineering Corporation (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. The Weiler Engineering Corporation (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, The Weiler Engineering Corporation (insert entity name) does not participate in any of the following actions:
   a. Using or threatening to use physical force against any person;
   b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
   c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
   d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
   e. Causing or threatening to cause financial harm to any person;
   f. Enticing or luring any person by fraud or deceit; or
   g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

This Space Left Blank Intentionally

FURTHER AFFIANT SAYETH NOT.

September 4, 2025

(Affiant) Michael J. Giardullo

STATE OF FLORIDA
COUNTY OF Lee

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 4th day of September 2025 by Michael J. Giardullo on behalf of The Weiler Engineering Corporation, who is personally known to me or has produced _____ as identification.

Notary Public

Name (Printed) Jessica W Goshorn

My commission expires 3/01/2028.

(Printed typed or stamped Commissioned name of Notary Public)

JESSICA W. GOSHORN
MY COMMISSION EXPIRES 03-01-2028
NOTARY PUBLIC
COMM. # HH 482300
STATE OF FLORIDA

DESOTO COUNTY
ENGINEERING SERVICES – ENGINEER OF RECORD
Project No. 25-20-00RFQ
Addendum # 1

Addendum # 1 dated this 20th day of August 2025.

Cindy Talamantez

Cindy Talamantez, CPPO, CPPB, Purchasing Director

Bidders receipt of addendum # 1 by

Signature: _____

Company: The Weiler Engineering Corporation

Date: 9/4/2025

Insurance Certificate

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: John Kilgarriff/Brianne Sullivan
Graham Company, a Marsh & McLennan Agency, LLC company 30 S 15th Street, 20th Floor Philadelphia PA 19102	PHONE (A/C, No. Ext): 215-701-5440 FAX (A/C, No): E-MAIL ADDRESS: MMAEastGrahamKilgarriffUnit@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Surplus Lines Insurance Company	13604
INSURER B : Tokio Marine America Insurance Company	10945
INSURER C : Zurich-American Insurance Company	16535
INSURER D :	
INSURER E :	
INSURER F :	

INSURED APEXCOM-01
The Weiler Engineering Corporation
201 W Marion Avenue, Unit 1306
Punta Gorda, FL 33950-4467

COVERAGES **CERTIFICATE NUMBER:** 1686816486 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			1000065707251	7/31/2025	7/31/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			BAP-6393348-01	7/31/2025	7/31/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X $10,000 Comp X $10,000 Coll							$
A	UMBRELLA LIAB X OCCUR			1000336571251	7/31/2025	7/31/2026	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC-6393347-01	7/31/2025	7/31/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability			1000065707251	7/31/2025	7/31/2026	Per Claim / Agg	$1M / $2M
A	Pollution Liability			1000065707251	7/31/2025	7/31/2026	Per Occ / Agg	$1M / $2M
B	Contractors Equipment			CPP6411631-03	7/31/2025	7/31/2026	Leased/Rented Equip	$325,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Property Policy - Tokio Marine America Insurance Company Policy #CPP6411631-03 ; Policy Period 7/31/2025 - 7/31/2026
Excess Policy - Nautilus Insurance Co. Policy #FFX2047705-10; $10,000,000 per occurrence/Aggregate; Policy Period 7/31/2025 - 7/31/2026
Excess Policy - Ironshore Specialty Ins. Co. Policy #XSCUW0033575200; $5,000,000 per occurrence/Aggregate; Policy Period 7/31/2025 - 7/31/2026

CERTIFICATE HOLDER

Desoto County Board of County Commissioners
201 East Oak Street Suite 205
Arcadia FL 34266

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

E-Verify

Company ID Number: 628749

Approved by:

Employer The Weiler Engineering Corporation	
Name (Please Type or Print) Raymond J Weiler	Title
Signature Electronically Signed	Date 01/02/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/02/2013

E-Verify

Company ID Number: 628749

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	The Weiler Engineering Corporation
Company Facility Address	201 W. Marion Avenue Suite #1306 Punta Gorda, FL 33950
Company Alternate Address	
County or Parish	CHARLOTTE
Employer Identification Number	650413376
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	2

PROFESSIONAL LICENSES & CERTIFICATIONS

State of Florida
Department of Environmental Protection

ISSUED: 02/27/2025 LICENSE NO.: 0008359

EDWARD R. CASTLE

IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES AS A LEVEL A WASTEWATER TREATMENT PLANT OPERATOR.

VALID UNTIL: 04/30/2027

Ron DeSantis GOVERNOR — Alexis A. Lambert SECRETARY

DISPLAY IS REQUIRED BY LAW

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

CASTLE, EDWARD R.
27377 MARTINIQUE LANE
RAMROD KEY FL 33042

LICENSE NUMBER: PE58574
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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BELL, RYAN K.
25007 67TH AVE E
MYAKKA CITY FL 34251

LICENSE NUMBER: PE60010
EXPIRATION DATE: FEBRUARY 28, 2027
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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MABERINO, ASHLIE ANA PAULA
3683 BARTIGON AVENUE
NORTH PORT FL 34286

LICENSE NUMBER: PE99550
EXPIRATION DATE: FEBRUARY 28, 2027
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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MCCONAGHY, CHARLES T.
1246 CIELO COURT
NORTH VENICE FL 34275

LICENSE NUMBER: PE51806
EXPIRATION DATE: FEBRUARY 28, 2027
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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MORGAN, MAX
2082 MIDNIGHT ST
PORT CHARLOTTE FL 33948

LICENSE NUMBER: PE94877
EXPIRATION DATE: FEBRUARY 28, 2027
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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GIARDULLO, MICHAEL JAMES
7524 PON KAN
PUNTA GORDA FL 33955

LICENSE NUMBER: PE70676
EXPIRATION DATE: FEBRUARY 28, 2027
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Transportation Professional Certification Board Inc.

certifies that

Ryan K. Bell

has met all of the requirements established by the Certification Board to use the title of

PROFESSIONAL TRAFFIC OPERATIONS ENGINEER

unless withdrawn by the Certification Board and subject to the provisions for renewal. Certificate number 2832, issued in Washington, D.C., U.S.A. April 14, 2010

Chair — Executive Director

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

GLENN, JOHN TYLER
1513 MANCHESTER BOULEVARD
FORT MYERS FL 33919

LICENSE NUMBER: PE34227
EXPIRATION DATE: FEBRUARY 28, 2027
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SUGGS, STEPHEN JAMES
255 W CAHILL CT
BIG PINE KEY FL 33043

LICENSE NUMBER: PE85237
EXPIRATION DATE: FEBRUARY 28, 2027
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HELGESEN, DAVIN GUIRE
14091 HERITAGE LANDING BLVD
UNIT 143
PUNTA GORDA FL 33955

LICENSE NUMBER: PE101863
EXPIRATION DATE: FEBRUARY 28, 2027
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DICKEY, MICHAEL SCOTT
17060 SHADY GROVE LANE
CAPE CORAL FL 33909

LICENSE NUMBER: PE60057
EXPIRATION DATE: FEBRUARY 28, 2027
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Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

PALMER, ROBIN CHRISTINE
6510 CLEVELAND DR
PUNTA GORDA FL 33982

LICENSE NUMBER: PE90050
EXPIRATION DATE: FEBRUARY 28, 2027
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WEC Fee Schedule

2011 through 2025 Contract Rates		
Title		***Rate***
Principal in Charge	$	125.00
Registered Professional Engineering (P.E.)	$	105.00
Environmental Scientist	$	105.00
Mining Specialist PhD (Non-P.E)	$	105.00
Project Manager	$	105.00
Senior Planner	$	105.00
Registered Engineering Intern (E.I)	$	95.00
Plans Examiner	$	95.00
Structural Inspector	$	95.00
Senior Construction Inspector	$	85.00
Senior Engineering Designer	$	85.00
Engineering Designer	$	80.00
Construction Inspector	$	65.00
Engineering Technician	$	75.00
Field Technicial	$	75.00
Clerical	$	35.00
Reimbursible Expenses		
Vellums (24 x 36)	$10.00 / each	
Mylars (24 x 36)	$25.00 / each	
Blue Prints / Sheets (24 x 36)	$2.30 / each	
Copies (11 x 17)	$0.30 / each	
Copies (8 1/2 x 14)	$0.20 / each	
Copies (8 1/2 x 11)	$0.15 / each	
Travel	Cost	
Overnight Mail	Cost	
Other Reimbursable Expenses	Cost	

WEC Current Market Rates

Title		***Rate***
Principal in Charge	$	270.00
Registered Professional Engineer (P.E.)	$	220.00
Environmental Scientist	$	220.00
Project Manager	$	220.00
Registered Engineering Intern (E.I)	$	165.00
Structural Inspector	$	154.00
Senior Engineering Designer	$	154.00
Engineering Designer	$	132.00
Construction Inspector	$	116.00
Clerical	$	77.00
Reimbursible Expenses		
Sheets (24 x 36)	$3.00 / each	
Copies (11 x 17)	$0.30 / each	
Copies (8 1/2 x 14)	$0.20 / each	
Copies (8 1/2 x 11)	$0.15 / each	
Travel	Cost + 15%	
Overnight Mail	Cost + 15%	
Other Reimbursable Expenses	Cost + 15%	

WEC Proposed Contract Rates

Title		***Rate***
Principal in Charge	$	165.00
Registered Professional Engineer (P.E.)	$	140.00
Environmental Scientist	$	135.00
Project Manager	$	135.00
Registered Engineering Intern (E.I)	$	125.00
Structural Inspector	$	125.00
Senior Engineering Designer	$	115.00
Engineering Designer	$	105.00
Construction Inspector	$	85.00
Clerical	$	45.00
Reimbursible Expenses		
Sheets (24 x 36)	$2.30 / each	
Copies (11 x 17)	$0.30 / each	
Copies (8 1/2 x 14)	$0.20 / each	
Copies (8 1/2 x 11)	$0.15 / each	
Travel	Cost	
Overnight Mail	Cost	
Other Reimbursable Expenses	Cost	

DeSoto County

10/14/2025

Item #: 14.

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

DEPARTMENT: Administrative Services
SUBMITTED BY: **Cindy Talamantez**
PRESENTED BY: **Cindy Talamantez**

TITLE & DESCRIPTION:
Weiler Work Authorization 25/26-03 General Engineering Services

REQUESTED MOTION:
Approve Weiler Work Authorization 25/26-03 for General Engineering Services

SUMMARY:
Weiler Work Authorization 25/26-03 General Engineering Services

BACKGROUND:
Weiler Engineering was retained through a competitive RFQ process to perform continuing Professional Engineering Services as needed. The work authorization requested represents the estimated amount of funds needed to continue day-to-day operations of engineering under the agreement. These are general tasks and representation that meetings both virtually and in person. The test vary depending on the needs of each specific department.

FUNDS:
Budget Amount: $100,000.00
Actual Agenda Item Cost: **$80,000.00**
Account Number: **102-60535413100000**
Explanation: **Estimate only of funds needed.**

DESOTO COUNTY PROFESSIONAL SERVICES
WORK AUTHORIZATION
ENGINEERING SERVICES
WEILER ENGINEERING CORPORATION

~~THIS WORK AUTHORIZATION~~

1	**WORK AUTHORIZATION#**	**WEILER -25/26-03**
2	**SHORT TITLE**	**General Engineering Services**
3	**DATE SUBMITTED**	**10/14/2025**
4	**AMOUNT (LUMP SUM)**	**$80,000.00**
5	**SCHEDULED COMPLETION**	**09-30-2026**

~~CONTRACT AND BUDGET OVERVIEW~~

TOTAL OF 2025/2026 AUTHORIZATION TO DATE	**$ 30,000.00**
THIS WORK AUTHORIZATION	**$ 80,000.00**
TOTAL WORK AUTHORIZATION FOR FISCAL YEAR 2025/2026	**$ 110,000.00**

IN EXECUTING THIS WORK AUTHORIZATION, IT IS UNDERSTOOD THAT:
1. UNLESS SPECIFIED HEREIN, WORK DOES NOT INVOLVE WATERCRAFT, BOAT PIERS AND OR OTHER ACTIVITIES REQUIRING ADDITIONAL WORKERS COMPENSATION.
2. CONTACT OR INVOLVEMENT WITH HAZARDOUS MATERIALS IS NOT ANTICIPATED. IF HAZARDOUS MATERIALS ARE ENCOUNTERED, THE COUNTY MUST BE INFORMED IMMEDIATELY.
3THE WORK PERFORMED UNDER THIS WORK AUTHORIZATION MUST COMPLY WITH, ALL TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT BETWEEN WEILER ENGINEERING CORP AND THE COUNTY APPROVED OCTOBER 14, 2025, INCLUDINGTHE RATE SCHEDULE CONTAINED THEREIN.

APPROVED BY DESOTO COUNTY: _____
JC DERISO, CHAIRMAN

APPROVED BY DESOTO COUNTY: _____
MANDY HINES, COUNTY ADMINISTRATOR

APPROVED BY WEILER ENGINEERING CORP: _____
MICHAEL J. GIARDULLO, P.E.
DIRECTOR OF CIVIL ENGINEERING
WEILER ENGINEERING

DATE OF BOCC APPROVAL (if applicable): 10/14/25

DeSoto County

10/14/2025

Item #: 15.

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

DEPARTMENT: Administrative Services
SUBMITTED BY: **CINDY TALAMANTEZ**
PRESENTED BY: **CINDY TALAMANTEZ**

TITLE & DESCRIPTION:
Weiler Work Authorization 25/26-04- General DCU

REQUESTED MOTION:
Approve Weiler Work Authorization 25/26-04 for General Engineering for Utilities

SUMMARY:
Weiler Work Authorization 25/26-04

BACKGROUND:
Weiler Engineering was retained through a competitive RFQ process to perform continuing Professional Engineering Services to the County Utilities Department as needed. The work authorization requested represents the estimated amount of funds needed to continue day-to-day operations of engineering under the agreement. These are general tasks and representation that meetings both virtually and in person. The tasks vary depending on the needs of each specific department.

FUNDS:
Budget Amount: **$40,000.00**
Actual Agenda Item Cost: **$30,000.00**
Account Number: **410-70945363100000**
Explanation: **Estimate only; Actual will vary depending on tasks issued**

DESOTO COUNTY PROFESSIONAL SERVICES
WORK AUTHORIZATION
ENGINEERING SERVICES
WEILER ENGINEERING CORPORATION

~~THIS WORK AUTHORIZATION~~

1	**WORK AUTHORIZATION#**	**WEILER -25/26-04**
2	**SHORT TITLE**	**General Engineering Services**
3	**DATE SUBMITTED**	**10/14/2025**
4	**AMOUNT (LUMP SUM)**	**$30,000.00 ($15,000 WATER- $15,000 WASTEWATER)**
5	**SCHEDULED COMPLETION**	**09-30-2026**

~~CONTRACT AND BUDGET OVERVIEW~~

TOTAL OF 2025/2026 AUTHORIZATION TO DATE	**$ 110,000.00**
THIS WORK AUTHORIZATION	**$ 30,000.00**
TOTAL WORK AUTHORIZATION FOR FISCAL YEAR 2025/2026	**$ 140,000.00**

IN EXECUTING THIS WORK AUTHORIZATION, IT IS UNDERSTOOD THAT:
1. UNLESS SPECIFIED HEREIN, WORK DOES NOT INVOLVE WATERCRAFT, BOAT PIERS AND OR OTHER ACTIVITIES REQUIRING ADDITIONAL WORKERS COMPENSATION.
2. CONTACT OR INVOLVEMENT WITH HAZARDOUS MATERIALS IS NOT ANTICIPATED. IF HAZARDOUS MATERIALS ARE ENCOUNTERED, THE COUNTY MUST BE INFORMED IMMEDIATELY.
3.THE WORK PERFORMED UNDER THIS WORK AUTHORIZATION MUST COMPLY WITH, ALL TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT BETWEEN WEILER ENGINEERING CORP AND THE COUNTY APPROVED OCTOBER 14, 2025, INCLUDINGTHE RATE SCHEDULE CONTAINED THEREIN.

APPROVED BY DESOTO COUNTY: _____
JC DERISO, CHAIRMAN

APPROVED BY DESOTO COUNTY: _____
MANDY HINES, COUNTY ADMINISTRATOR

APPROVED BY WEILER ENGINEERING CORP: _____
MICHAEL J. GIARDULLO, P.E.
DIRECTOR OF CIVIL ENGINEERING
WEILER ENGINEERING

DATE OF BOCC APPROVAL (if applicable): 10/14/25

DeSoto County

10/14/2025

Item #: 16.

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

DEPARTMENT: Administration
SUBMITTED BY: **Brian R. Wagner**
PRESENTED BY: **Brian R. Wagner**

TITLE & DESCRIPTION:
Resolution/Budget Amendment Fiscal Year 2024/2025

REQUESTED MOTION:
To adopt a Resolution relating to budget amendments 2025-153, 2025-160 and 2025-161 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 2025-153, 2025-160 and 2025-161.

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

PASSED AND ADOPTED this 14th day of October 2025.

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

ATTEST:

_____
Mandy Hines
County Administrator

By: _____
Joel C. Deriso
Chairman

Approved as to form and legal sufficiency:

_____
Valerie Vicente
County Attorney

Department	Attachment	Amendment	Description
Supervisor of Elections	2	153	Recognize funds received from City of Arcadia & State of Florida (server security grant).
Budget Carryovers-Various Funds	3	160	Adjust FY2024/25 budget for carryovers into FY2025/26.
Sheriff Article V	4	161	Sheriff request Article V transfer to Sheriff operating account for period Jun-Sept (Q4).

2024/2025 Budget Amendments Packet 25
October 14, 2025

	Revenue Sources				Expenses Account Description	
Attachment	**General Fund**	Funds From:	Fund	B.A.		Funds Disbursed For:
2	15,160.00	City of Arcadia & St. of FL Grant	001	153	15,160.00	Misc. Exp. & Maint. Agreements
3	5,298.00	Building Imrprovements	001	160	5,298.00	Contingency
4	19,773.00	Transfer from Courts to Sheriff	001	161	19,773.00	Article V Expense
	$ 40,231.00				$ 40,231.00	
Attachment	**Special Revenue**	Funds From:	Fund	B.A.		Funds Disbursed For:
3	155,639.00	Repair & Maint. & Capital Equipment	106	160	155,639.00	Reserve for Capital
3	20,983.00	Various Capital Accounts	190	160	20,983.00	Reserves
4	19,773.00	Reserves	190	161	19,773.00	Transfer to Sheriff General Fund
	$ 196,395.00				$ 196,395.00	
Attachment	**Capital Construction Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
3	127,220.00	Construction Costs	302	160	127,220.00	Contingency
3	770,200.00	Land	302	160	770,200.00	Contingency
	$ 897,420.00				$ 897,420.00	
Attachment	**Enterprise Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
Attachment	**Agency Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
	$ 1,134,046.00	Total Debits			$ 1,134,046.00	Total Credits

BUDGET AMENDMENT REQUEST/CORRECTION

2024/2025

Department	Supervisor of Elections		Date	10/14/2025	Amendment #	2025-153

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
00125065134900000	Miscellaneous Expenses	79,200.00	4,000.00		83,200.00	Recognize funds received from:
00100003371000000	City of Arcadia - SOE	-		4,000.00	4,000.00	City of Arcadia voting reimbursement
00125065134601000	Maintenance Agreements	66,882.00	11,160.00		78,042.00	State of Florida grant server security reimbursement.
00100003341001000	Server Grant-SOE	-		11,160.00	11,160.00	
	Column TOTALS		15,160.00	15,160.00		$ -

APPROVALS

Board Chairman _____ Date: 10/14/2025

County Administrator _____ Date: 10/14/2025

Finance Director _____ Date: 10/14/2025

Budget Coordinator _____ Date: 10/14/2025

Entered By _____ Date: 10/14/2025

ATTACHMENT 2

BUDGET AMENDMENT REQUEST/CORRECTION

2024/2025

Department	**Budget Carryovers -Various Funds**	Date	10/14/2025	Amendment #	**2025-160**

Account #	Account Description	CURRENT Budget	**DEBIT**	**CREDIT**	**REVISED** Budget Amt	Explanation for Request
00199985599100000	Contingency	9,396,689.15	5,298.00		9,401,987.15	Adjust FY2024/25 budget for carryovers into FY2025/26
00126097126200000	Building Improvements	311,070.00		5,298.00	305,772.00	Courtroom 3rd Floor Renovation
10643365109901001	Reserve for Capital	890,159.00	155,639.00		1,045,798.00	Public Safety - PSD 1 & Used Rescue
10670715294601000	Repair & Maintenance	314,260.00		143,539.00	170,721.00	
10670735266400000	Capital Equipment	384,729.00		12,100.00	372,629.00	
19024106019900000	Reserves	527,092.00	20,983.00		548,075.00	State Attorney
19024076026400000	Capital Equipment	12,650.00		12,650.00	-	
19024096016400000	Capital Equipment	68,833.00		8,333.00	60,500.00	Courts Administration
30226005199900000	Contingency	-	127,220.00		127,220.00	Construction Fund - N. Mills
30226005196500000	Construction Costs	4,141,978.00		127,220.00	4,014,758.00	
30760555199900000	Contingency	-	770,200.00		770,200.00	Special Projects CR769
30760555416100000	Land	805,860.00		770,200.00	35,660.00	
	Column TOTALS		1,079,340.00	1,079,340.00		$ -

APPROVALS

Board Chairman _____ Date: 10/14/2025

County Administrator _____ Date: 10/14/2025

Finance Director _____ Date: 10/14/2025

Budget Coordinator _____ Date: 10/14/2025

Entered By _____ Date: 10/14/2025

ATTACHMENT 3

BUDGET AMENDMENT REQUEST/CORRECTION

2024/2025

Department	Sheriff Article V		Date	10/14/2025	Amendment #	2025-161

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
00125095214900000	Article V Expense	88,463.00	19,773.00		108,236.00	Sheriff Request Article V Transfer to Sheriff Operating
00100003810200190	Transfer From Courts to Sheriff	88,463.00		19,773.00	108,236.00	Account for period Jul-Sep (Qtr.4) FY2024/25.
19024105819100000	Transfer to Sheriff General Fund	88,463.00	19,773.00		108,236.00	
19024106019900000	Reserves	527,092.00		19,773.00	507,319.00	
	Column TOTALS		39,546.00	39,546.00		$ -

APPROVALS

Board Chairman _____ Date: 10/14/2025

County Administrator _____ Date: 10/14/2025

Finance Director _____ Date: 10/14/2025

Budget Coordinator _____ Date: 10/14/2025

Entered By _____ Date: 10/14/2025

ATTACHMENT 4

DeSoto County

10/14/2025

Item #: 17.

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

DEPARTMENT: Administration
SUBMITTED BY: **Brian R. Wagner**
PRESENTED BY: **Brian R. Wagner**

TITLE & DESCRIPTION:
Resolution/Budget Amendment Fiscal Year 2025/2026

REQUESTED MOTION:
To adopt a Resolution relating to budget amendments 2026-1, 2026-2, 2026-3 and 2026-4 affecting the 2025/2026 adopted budget.

SUMMARY:
The Resolution will approve the additions, corrections and redistribution of the 2025/2026 budget.

BACKGROUND:
Budget Amendments are an ongoing process throughout the fiscal year that more clearly defines the actual revenues and expenses

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

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2025- ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AMENDING AND SUPPLEMENTING THE BUDGET FOR FISCAL YEAR 2025/2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Desoto County, Florida ("the Board") adopted an annual budget for Fiscal Year 2025/2026 as required by Florida law; and

WHEREAS, since its adoption, the Board has examined the adopted budget for Fiscal Year 2025/2026 and finds that amendments and supplements to the budget are necessary; and

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

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated as part of this Resolution.

Section 2. That the adopted budget for Fiscal Year 2025/2026 is hereby amended and supplemented as provided in Budget Amendment 2026-1, 2026-2, 2026-3 and 2026-4.

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

PASSED AND ADOPTED this 14th day of October 2025.

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

ATTEST:

_____
Mandy Hines
County Administrator

By: _____
Joel C. Deriso
Chairman

Approved as to form and legal sufficiency:

_____
Valerie Vicente
County Attorney

Packet 1
October 14, 2025

Department	Attachment	Amendment	Description
Budget Carryovers-Various Funds	2	1	Adjust FY25/26 budget for prior years carryovers.
Hurricane Ian	3	2	Budget project # LFA452692 661 Bridget in FY25-26.
Utilities Capital Wastewater	4	3	Budget STAG grant for construction expansion from .95 to o1.4 MGD.
Public Safety	5	4	Budget Servpro phase 2 Fire Station 1 agreement.

2025/2026 Budget Amendments Packet 1
October 14, 2025

	Revenue Sources			Expenses Account Description		
Attachment	**General Fund**	Funds From:	Fund	B.A.		Funds Disbursed For:
2	5,298.00	Fund Balance	001	1	5,298.00	Building Improvements
	$ 5,298.00				$ 5,298.00	
Attachment	**Special Revenue**	Funds From:	Fund	B.A.		Funds Disbursed For:
2	155,639.00	Fund Balance	106	1	155,639.00	Repair & Maint. & Capital Equipment
2	20,983.00	Fund Balance	190	1	20,983.00	Various Capital Accounts
3	509,902.00	Fund Balance	307	2	509,902.00	LFA 452692 661 Bridge
5	25,311.00	Reserve for Capital	106	4	25,311.00	Repair & Maintenance
	$ 711,835.00				$ 711,835.00	
Attachment	**Capital Construction Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
2	127,220.00	Fund Balance	302	1	127,220.00	Construction Costs
2	770,200.00	Fund Balance	307	1	770,200.00	Land
	$ 897,420.00				$ 897,420.00	
Attachment	**Enterprise Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
4	2,000,000.00	Expansion STAG Grant	413	3	2,000,000.00	Const. Expansion STAG to 1.4 MGD
	$ 2,000,000.00				$ 2,000,000.00	
Attachment	**Agency Funds**	Funds From:	Fund	B.A.		Funds Disbursed For:
	$ -				$ -	
	$ 3,614,553.00	Total Debits			$ 3,614,553.00	Total Credits

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	**Budget Carryovers -Various Funds**	Date	10/14/2025	Amendment #	**2026-1**

Account #	Account Description	CURRENT Budget	**DEBIT**	**CREDIT**	**REVISED** Budget Amt	Explanation for Request
00126097126200000	Building Improvements	-	5,298.00	-	5,298.00	Adjust FY 2025/26 budget for prior year carryovers.
00100003990000000	Fund Balance	22,862,345.00		5,298.00	22,867,643.00	Courtroom 3rd Floor Renovation
10670715294601000	Repair & Maintenance	13,500.00	143,539.00		157,039.00	Public Safety PSD1
10670735266400000	Capital Equipment	609,861.00	12,100.00		621,961.00	
10600003990000002	Fund Balance	1,818,406.00		155,639.00	1,974,045.00	
19024076026400000	Capital Equipment	-	12,650.00		12,650.00	State Attorney
19024096016400000	Capital Equipment	80,000.00	8,333.00		88,333.00	Courts Administration
19000003990000000	Fund Balance	620,290.00		20,983.00	641,273.00	
30226005196500000	Construction Costs	-	127,220.00	-	127,220.00	Construction Fund - N. Mills
30200003990000000	Fund Balance	-		127,220.00	127,220.00	
30760555416100000	Land	-	770,200.00		770,200.00	Special Projects CR769
30700003990000000	Fund Balance	168,474.00		770,200.00	938,674.00	
	Column TOTALS		1,079,340.00	1,079,340.00		$ -

APPROVALS

Board Chairman _____ Date: 10/14/2025

County Administrator _____ Date: 10/14/2025

Finance Director _____ Date: 10/14/2025

Budget Coordinator _____ Date: 10/14/2025

Entered By _____ Date: 10/14/2025

ATTACHMENT 2

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	Hurricane Ian		Date	10/14/2025	Amendment #	2026-2

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
17671365416300692	LFA 452692 661 Bridge CEI	-	509,902.00		509,902.00	Budget project # LFA 452692 661 Bridge in FY25-26
17600003349000692	LFA 452692 661 Bridge	-		407,922.00	407,922.00	
17600003990000000	Fund Balance Forward	-		101,980.00	101,980.00	
	Column TOTALS		509,902.00	509,902.00		$ -

APPROVALS

Board Chairman _____ Date: 10/14/2025

County Administrator _____ Date: 10/14/2025

Finance Director _____ Date: 10/14/2025

Budget Coordinator _____ Date: 10/14/2025

Entered By _____ Date: 10/14/2025

ATTACHMENT 3

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	Utilities Capital Wastewater		Date	10/14/2025	Amendment #	2026-3

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
41371085356302001	Const. Expansion STAG to 1.4 MGD	-	2,000,000.00		2,000,000.00	Budget STAG grant for construction expansion from .95 to
41300003313503325	Expansion STAG Grant	-		2,000,000.00	2,000,000.00	1.4 MGD.
	Column TOTALS		2,000,000.00	2,000,000.00		$ -

APPROVALS

Board Chairman _____ Date: 10/14/2025

County Administrator _____ Date: 10/14/2025

Finance Director _____ Date: 10/14/2025

Budget Coordinator _____ Date: 10/14/2025

Entered By _____ Date: 10/14/2025

ATTACHMENT 4

BUDGET AMENDMENT REQUEST/CORRECTION

2025/2026

Department	Public Safety		Date	10/14/2025	Amendment #	2026-4

Account #	Account Description	CURRENT Budget	DEBIT	CREDIT	REVISED Budget Amt	Explanation for Request
10670715294601000	Repair & Maintenance	13,500.00	25,311.00		38,811.00	Budget Servpro phase 2 Fire Station 1 agreement.
10643365109901001	Reserve for Capital	306,594.00		25,311.00	281,283.00	
	Column TOTALS		25,311.00	25,311.00		$ -

APPROVALS

Board Chairman _____ Date: 10/14/2025

County Administrator _____ Date: 10/14/2025

Finance Director _____ Date: 10/14/2025

Budget Coordinator _____ Date: 10/14/2025

Entered By _____ Date: 10/14/2025

ATTACHMENT 5

DeSoto County

10/14/2025

Item #: 18.

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

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

TITLE & DESCRIPTION:
Bid Awards/SHIP and HHRP

REQUESTED MOTION:
To approve the bid awards as presented.

SUMMARY:
On September 2, 2025 the Social Services Department sent out a notice to bidders for five properties. Four properties received bids at the bid opening on September 23, 2025. White Sands Construction bid $190,000 for a rebuild at 1315 SE Third Ave, and RD Welch Co bid $50,990.19 for a rehab at 11325 SW Essex Dr, $64,342.46 for a rehab at 1192 SW Rainbow Ave, and $50,974.28 for a rehab at 310 W Myrtle St. All bids are lower than the maximum award amount. RD Welch Co has done work for us in the past and we recommend he be awarded for his three bids as the only bidder for the projects. We recommend White Sands Construction be awarded for the bid at 3315 SE Third Ave as the only bidder.

BACKGROUND:
Throughout the year, the Social Services Department sends out notice to bidders for homes that need rehabilitation or demolition reconstruction work. Once jobs receive a bid, the bids are taken to the Board of County Commissioners for approval.

FUNDS:
Budget Amount: **$410,000**
Actual Agenda Item: **$356,306.93**
Cost: **$356,306.93 plus delivery costs of up to 2%**
Account Number: **141-712955434000000 and 141-712655434000000**
Explanation: **SHIP and HHRP funds**

HOUSING REHABILITATION PROGRAM

Time: 2:00 PM

Tuesday, September 23, 2025

	C. Medina	S. Aument	R. Brady	W. Bailey	M. Campbell		
CONTRACTOR	[redacted] 1315 SE Third Ave	11325 SW Essex Dr	514 Bond St	1192 SW Rainbow Ave	310 W Myrtle Street		
~~**CSP Contracting**~~	$	$	$	$	$		
RD Welch Co	$	$ 50,990.19	$	$ 64,342.46	$ 50,974.28		
White Sands Construction	$ 190,000.00	$	$	$	$		
~~**DT Builders**~~	$	$	$	$	$		
	$	$	$	$	$		
	$	$	$	$	$		
	$	$	$	$	$		

Opened By: [signature]

Megan Deuchar

Verified By: [signature]

Megan Quigley

BID LOG
INVITATION TO BID
HOUSING REHABILITATION PROGRAM

Opening Date: September 23, 2025 **Time: 2:00 PM**

Stamp sealed bid packages as received. Please list below the name on the sealed bid package, the date and time the package was received and your initials.

BIDDER NAME	DATE RECEIVED	TIME RECEIVED	INITIALS
White Sands Construction, Inc.	9/23/2025	12:33 pm	MD
RD Welch	9/23/25	1:53 pm	

BID OPENING SIGN IN SHEET

Bid Title: DeSoto County Housing Rehabilitation Program

Bid Date: September 23, 2025

Time: 2:00 PM

FIRM NAME	CONTACT NAME	PHONE	EMAIL
RD Welch Company	Reece Welch	(863) 990-1276	Reece@RDWelchCompany.com

RD WELCH COMPANY

Desoto County

Housing Department Owner Occupied Rehabilitation Program
Work Write-Up/Bid Form

Owner: Aument, Sandra

Address: 11325 SW Essex Dr.

Phone

Codes and Standards: All work to be performed shall be in accordance with all applicable codes, laws, regulations, and rules such as: The 2023 Florida Building Code- Residential, Federal, State, and Local Codes, Manufacturer's Specifications for Installation, Title X Standards for Lead Base Paint and Statute 469 Regarding Asbestos.

This is a home that will be rehabbed

Item # **001 Interior: Make any repairs to the interior and repaint as a result of changing out the windows. Fix the drywall in garage ceiling and repaint entire ceiling.**

Bid price for item #001. $662.40

Item #002 Exterior: Replace windows with impact resistant double pane windows. The windows on the back of the home are to be horizontal sliders for egress. Patch, repair and repaint any damage caused as a result of changing out the windows.

Bid Price for item #002 $39,839.79

Item #003: Mechanical: Change out condenser, air handler and programmable thermostat. Check ducts for leaks and make any necessary corrections.

Bid Price for item #003 $10,488.00

Total Bid Price $50,990.19

Homeowner's signature. _____

Contractor's signature. Reece D Welch

All work must be performed in a workmanlike manner, in accordance with the Housing Program Specifications, State/local codes, and manufacturer's specification. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein.

All items are to be cost itemized and signed by contractor in the space provided on each page or the bid will be rejected.

Work must be completed and approved ("approved" means obtaining a certificate of completion from the building dept., having the housing dept approval and the homeowner's approval within 120 days of the issuance of the contract. This house will be occupied while construction is completed.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulations, and that I am eligible to participate in the Desoto County Housing Program. I also agree that change orders above the original contract amount shall only be paid for with Housing Program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his/her representative, the contractor, and local government prior to any initiation of work based on that change order.

Contractor Name (Print Name): RD Welch Company

Contractor Signature: Reece D Welch

Contractor Address: 4 E Oak St
Arcadia, FL 34266

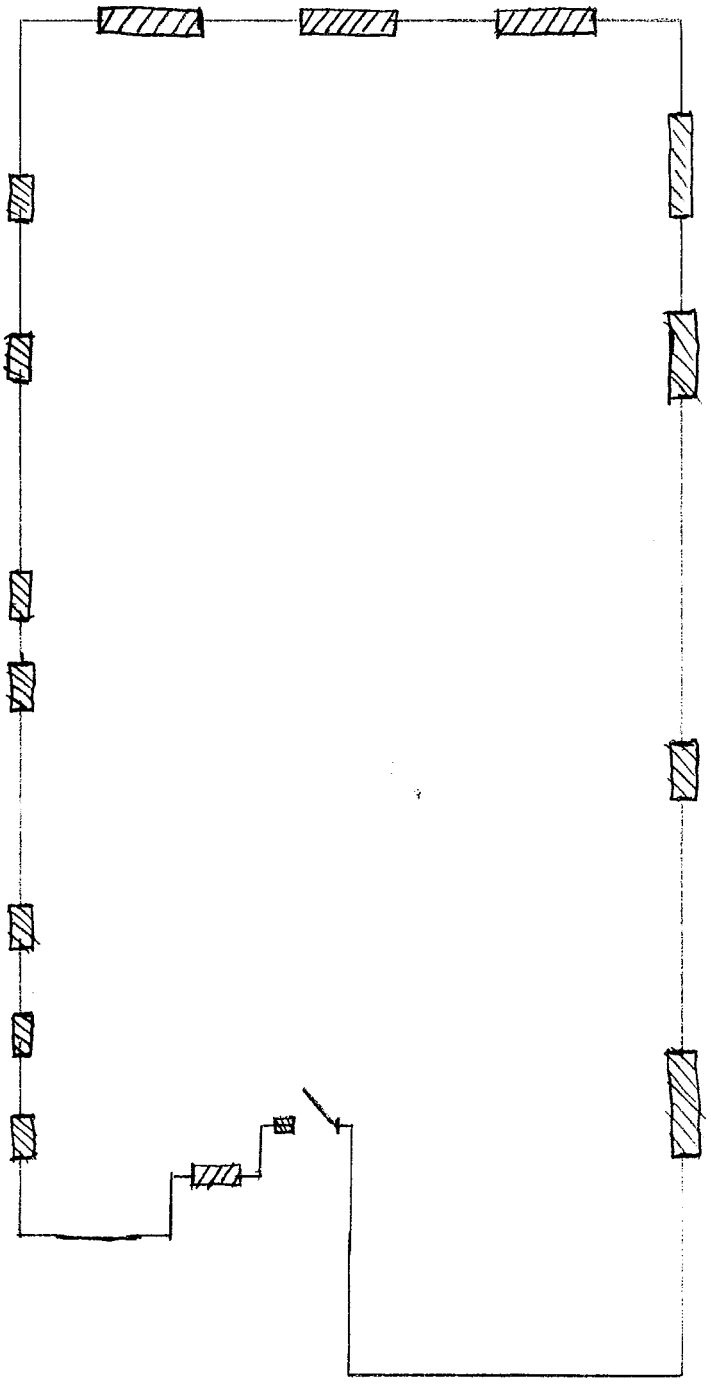
Contractor Phone Number: (863) 990-1276

Official use only

Date submitted: 9/23/25 **Date accepted:** 9/23/25

Bid opened by: Megan Drucker **Witnessed by:** Megan Quigley
Date opened: 9/23/25 **Time:** _____ **Work write-up prepared by:** Lester Hornbake **Date:** _____

11325 SW ESSEX



Desoto County

Housing Department Owner Occupied Rehabilitation Program
Work Write-Up/Bid Form

Owner: Medina, Celerino

Address: 1315 SE Third Ave.

Phone:

Codes and Standards: All work to be performed shall be in accordance with all applicable codes, laws, regulations, and rules such as: The 2023 Florida Building Code- Residential, Federal, State, and Local Codes, Manufacturer's Specifications for Installation, Title X Standards for Lead Base Paint and Statute 469 Regarding Asbestos.

This is a mobile home and additions that will be demolished
A new house will be constructed on this site

Item #001 Demolition: Demolition and safe, legal disposal of all materials and clean up of jobsite for the construction of the new house. Special attention should be directed to any attached reports regarding asbestos containing materials and lead based paint. Landfill receipts must be provided to housing dept. at time of first draw request.

Bid price for item # 001. 15000.00

Item # 002 Site Work: Provide site survey and site plan by a licensed surveyor. Preparation of site for new construction shall include fill, grading, compacting and testing necessary for this house including curb cuts, driveway aprons, and sod required. Must provide termite treatment. Finish floor elevation shall meet the requirements of the 2023 FBC Residential which is one foot above curb of the road or however high it takes to gravity feed the plumbing into the septic tank. Any site in a flood zone shall be constructed at least one foot above base flood elevation. When the property is located in a flood zone the required certificate of elevation shall be the responsibility of the contractor. The finish grade around the house is to be sloped at a maximum of 4 to 1 unless approved by housing because of space constraints.

Bid price for item # 002. 22000.00

Homeowner's Signature: _____

Contractor's Signature: _____

Item # 003 New Structures: Site built home shall consist of the following: 1000 sq ft. 2 bedroom, 1- bath, and kitchen- living room combination. Must be stemwall with slab, CMU walls, cementitious finish, dimensional shingled 4/12 hip roof minimum with aluminum soffit, fascia and ridge vents. Install lead boots on all plumbing stacks through the roof. Drip edge shall be no less than 2". Trusses on plans to include tails to provide for a 30" x 4' wide minimum coverage over each exit door. Out swing screen doors with guards on bottom portion of door. Exterior shall be painted with one main color and one trim color (2 coats minimum) to be determined by homeowner. The soffit and fascia can be considered the trim color in this determination. R30 insulation in attic and R5 in walls. **Engineered plans and energy calculations in compliance with this work write up must be provided by the contractor. Permit fees and plan review fees are to be paid for by the contractor. The plans are to be designed in conjunction with the homeowner as much as possible. In the event there is a conflict or discrepancy between the two, the housing department shall be notified and have final say.**

Bid Price for Item # 003 62000.00

Item #004 Electrical, Appliances, and HVAC: Minimum150 amp service and wiring for entire house to meet the current NEC. Electric service shall be located on side or rear of house. Panel must be installed in laundry room or per plans. Electric to pump and equipment at the well must be wired to current code. Any out buildings must have wiring to feed building to code.

Provide Energy Star Appliances & Hot Water Heater, new 4 burner electric stove, new 40 gal. min. water heater, new range hood, new min. 18 cu. ft frost free refrigerator. Provide new, all electric fixtures, switches, and other items necessary for a complete house in move-in condition. All bedrooms and living room are to have ceiling fans installed. Bulbs are to comply with energy code.

HVAC system shall be new central electric heating and air conditioning **(15 seer)** with service to all habitable rooms. Include all ductwork, air handler closet (not in attic), piping, electrical and other items necessary for a complete system installed. Energy calculations will include type of glazing, insulation values needed throughout home, and any credits necessary to meet required energy standards. Dryer vents are to terminate to the exterior wall not the roof.

Bid Price for item #004 20000.00

Item #005 Interior: Provide drywall walls and ceilings, (ceilings and walls are to be texture finish) Flooring is to include vinyl in the bathroom, entries and kitchen area and carpet in the rest of rooms. Install transition molding where carpet meets vinyl. All walls and ceilings are to be painted one color (2 coats minimum).
Include all interior and exterior doors, screen doors, and closet doors necessary. Both exterior doors are to be in swing doors and include handles and deadbolts keyed alike.

Bid Price for item #005 24000.00

Homeowner's signature: _____

Contractor's signature: _____

Item # 006 Septic System: Bid for new tank and drainfield. For bidding purposes, provide price for an elevated tank and drainfield. (no sump pumps are to be allowed unless approved by the housing department). Bid to include abandonment of existing septic tank and drainfield. These prices are to include any fees required by the Health Dept. Bid to connect to public sewer where available. These fees are to include the dirt work to complete installation. Final price will be adjusted out of final payment based on the actual system required by the health dept. and system installed.

Bid price for item # 006 15000.00

Item #007 Plumbing: New plumbing fixtures shall include roll in shower with tile, bathroom vanity and double bowl stainless steel kitchen sink. Install washer and dryer hook-ups, and 2 exterior hose bibbs. Where public water is available bid to connect to system, otherwise bid to connect to existing well.

Bid price for item #007 9000.00

Item #008 Windows: Windows shall be **impact resistant,** glazing as required on energy calculations with screens. Number, size, and location to be as follows: 1-2/3 window over kitchen sink or in kitchen, 1-2/5 window in each bedroom, and 2-2/5 windows in the living room area.

Bid price for item #008 8000.00

Item #009 Cabinets (kitchen and Bathroom): Provide a minimum 10 linear feet of formica (or better) base cabinets with counter tops to include backsplash and 8 linear feet in the kitchen and a minimum 2' vanity in the bathroom.
Bid price for item #009 10 000.00

Item #010 Misc: Provide minimum of 2 towel bars in bathroom, toilet paper holder, shower curtain rod, medicine cabinet (minimum size 18" X 24"), mirror over vanity, Add 15 feet of sod around perimeter of home. Install 911 addressing as required. Pour a concrete ramp for accessibility to include handrails and guardrails with a 3' level landing at each end.

Bid price for item #010 5000.00

Total site built bid: 190000.00

Home Owner's signature. _____

Contractor's signature. _____

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work must be performed in a workmanlike manor, in accordance with the Housing Program Specifications, State/local codes, and manufacturer's specification. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein.

All items are to be cost itemized and signed by contractor in the space provided on each page or the bid will be rejected.

Work must be completed and approved within 120 days of the issuance of the contract. This means a certificate of occupancy is issued and approved by Housing dept.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulations, and that I am eligible to participate in the Desoto County Housing Program. I also agree that change orders above the original contract amount shall only be paid for with Housing Program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his/her representative, the contractor, and local government prior to any initiation of work based on that change order.

Contractor Name (Print Name): White Sands Const. Inc Walter Earl Hill

Contractor Signature: Walter Earl Hill

Contractor Address: PO Box 1381
Arcadia FL 34265

Contractor Phone Number: 863-990-5191

Official use only

Date submitted: 9/23/25 **Date accepted:** 9/23/25

Bid opened by: Megan Deuchar **Witnessed by:** Megan Quigley

Date opened: 9/23/25 **Time:** _____

Work write-up prepared by: Lester Hartsake **Date:** _____

RD WELCH COMPANY

Desoto County

Housing Department Owner Occupied Rehabilitation Program
Work Write-Up/Bid Form

Owner: Bailey, Wanda

Address: 1192 SW Rainbow Ave.

Phone

Codes and Standards: All work to be performed shall be in accordance with all applicable codes, laws, regulations, and rules such as: The 2023 Florida Building Code- Residential, Federal, State, and Local Codes, Manufacturer's Specifications for Installation, Title X Standards for Lead Base Paint and Statute 469 Regarding Asbestos.

This is a home that will be rehabbed

Item # **002 Interior: Remove all vinyl and carpet, install new flooring throughout entire house with plank glue down vinyl. Replace any damaged drywall and texture to match existing. Patch cracks in ceiling and walls. Replace any missing or damaged trim, if quarter round is needed where new flooring is installed figure for that. Repair or replace shelving in northwest bedroom closet. Repair cabinet doors, base under sink and backsplash above sink area.**

Bid price for item #002. $16,243.82

Item #003 Exterior: Fix cracks and holes in block and repaint the exterior of home with two coats of paint, this includes ceiling, doors and trim. Replace windows with impact resistant double pane windows. Fix cracks in porch ceiling, Install dens glass over wood in carport and hard coat. Replace seals in all exterior doors.

Bid Price for item #003 $21,095.10

Item #004: Electrical: Install smoke detectors per code. Make sure GFCIs are installed and functioning in all required locations. Replace receptacles with tamper resistant, switches and trim plates. Change out all ceiling fans and install new ones in sleeping rooms.

Bid Price for item #004 $7,193.64

Homeowner's signature. _____

Contractor's signature. Reece D Welch

RD WELCH COMPANY

Item # 005: Mechanical: Change out condenser, air handler and programmable thermostat. Check ducts for leaks and make any necessary corrections.

Bid price for item # 005 $9,384.00

Item # 006: Plumbing: Replace water heater. Reset and grout toilet. Remove tub and tile and construct a shower with tile walls. Replace shower valve and raise to approximately 48". Reseal around vanity in bathroom.

Bid price for item # 006: $10,425.90

Total Bid Price $64,342.46

Homeowner's signature. _____

Contractor's signature. Reece D Welch

All work must be performed in a workmanlike manner, in accordance with the Housing Program Specifications, State/local codes, and manufacturer's specification. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein.

All items are to be cost itemized and signed by contractor in the space provided on each page or the bid will be rejected.

Work must be completed and approved ("approved" means obtaining a certificate of completion from the building dept., having the housing dept approval and the homeowner's approval within 120 days of the issuance of the contract. This house will be occupied while construction is completed.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulations, and that I am eligible to participate in the Desoto County Housing Program. I also agree that change orders above the original contract amount shall only be paid for with Housing Program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his/her representative, the contractor, and local government prior to any initiation of work based on that change order.

Contractor Name (Print Name): RD Welch Company

Contractor Signature: Reece D Welch

Contractor Address: 4 E Oak St
Arcadia, FL 34266

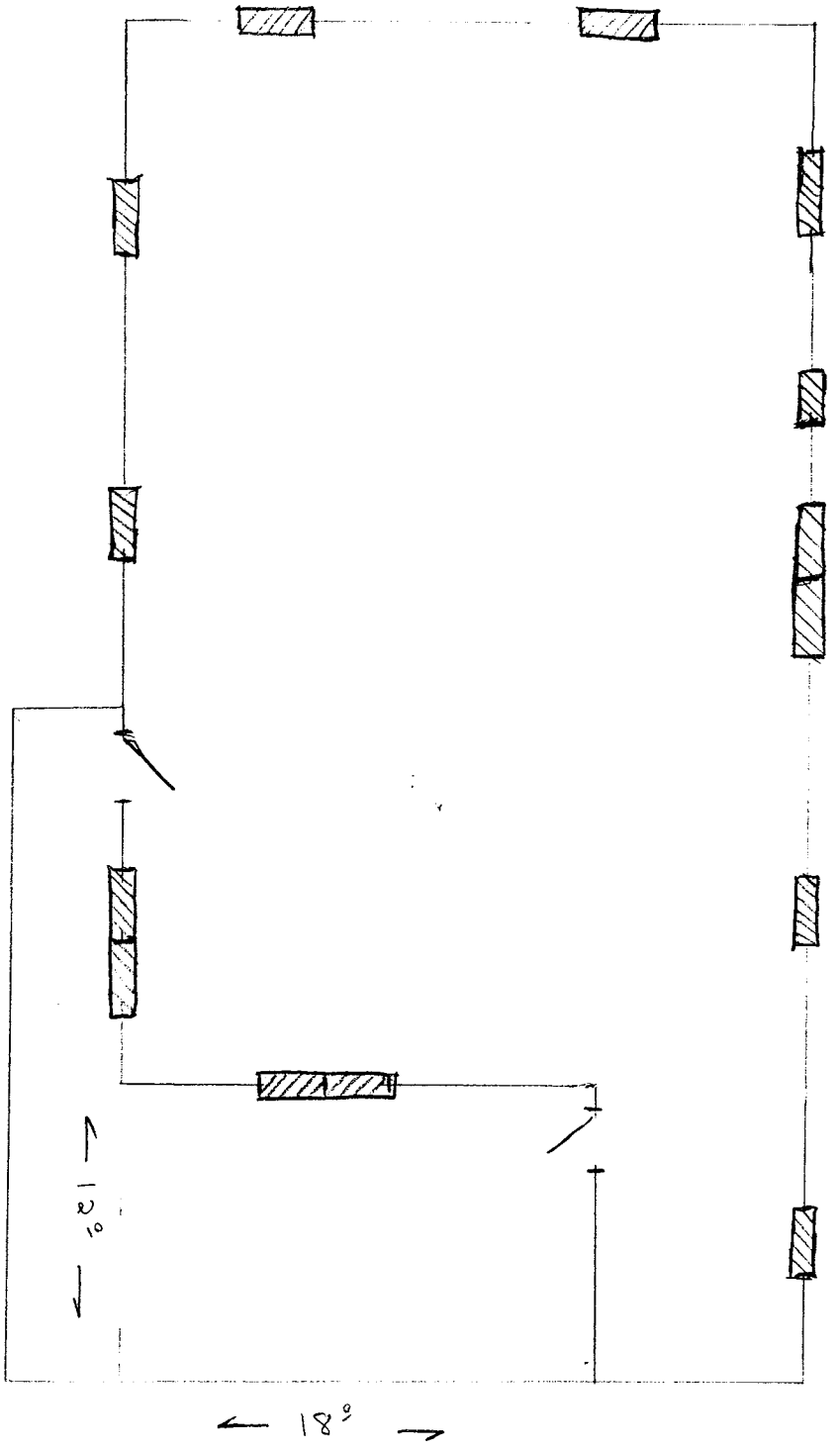
Contractor Phone Number: (863) 990-1276

Official use only

Date submitted: 9/23/23 **Date accepted:** 9/23/23

Bid opened by: Megan Deschar **Witnessed by:** Megan Quigley
Date opened: 9/23/23 **Time:** _____ **Work write-up prepared by:** Lester Hornbake **Date:** _____

1192 SW RAINBOW AVE



RD WELCH COMPANY

Desoto County

Housing Department Owner Occupied Rehabilitation Program
Work Write-Up/Bid Form

Owner: Campbell, Mary

Address: 310 W Myrtle St.

Phone

Codes and Standards: All work to be performed shall be in accordance with all applicable codes, laws, regulations, and rules such as: The 2023 Florida Building Code- Residential, Federal, State, and Local Codes, Manufacturer's Specifications for Installation, Title X Standards for Lead Base Paint and Statute 469 Regarding Asbestos.

This is a home that will be rehabbed

Item # **001 Interior: Install doors on existing closets, if opening has to be altered figure that in cost. Install wire shelving in each closet. Remove all tile in rear restroom. Install new tile in shower area. Install new shower valve and trim. Repair or replace damaged drywall or trim in this restroom and repaint with two coats of paint. Install new toilet, vanity and faucet.**

Bid price for item #001. $20,568.88

Item #002 Exterior: Replace windows with impact resistant double pane windows. Fix any damage as a result of window change out and touch up paint.

Bid Price for item #002 $30,405.39

Total Bid Price $50,974.28

Home Owner's signature. _____

Contractor's signature. Reece D Welch

All work must be performed in a workmanlike manner, in accordance with the Housing Program Specifications, State/local codes, and manufacturer's specification. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein.

All items are to be cost itemized and signed by contractor in the space provided on each page or the bid will be rejected.

Work must be completed and approved ("approved" means obtaining a certificate of completion from the building dept., having the housing dept approval and the homeowner's approval within 120 days of the issuance of the contract. This house will be occupied while construction is completed.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulations, and that I am eligible to participate in the Desoto County Housing Program. I also agree that change orders above the original contract amount shall only be paid for with Housing Program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his/her representative, the contractor, and local government prior to any initiation of work based on that change order.

Contractor Name (Print Name): RD Welch Company

Contractor Signature: Reese Welch

Contractor Address: 4 E Oak St
Arcadia, FL 34266

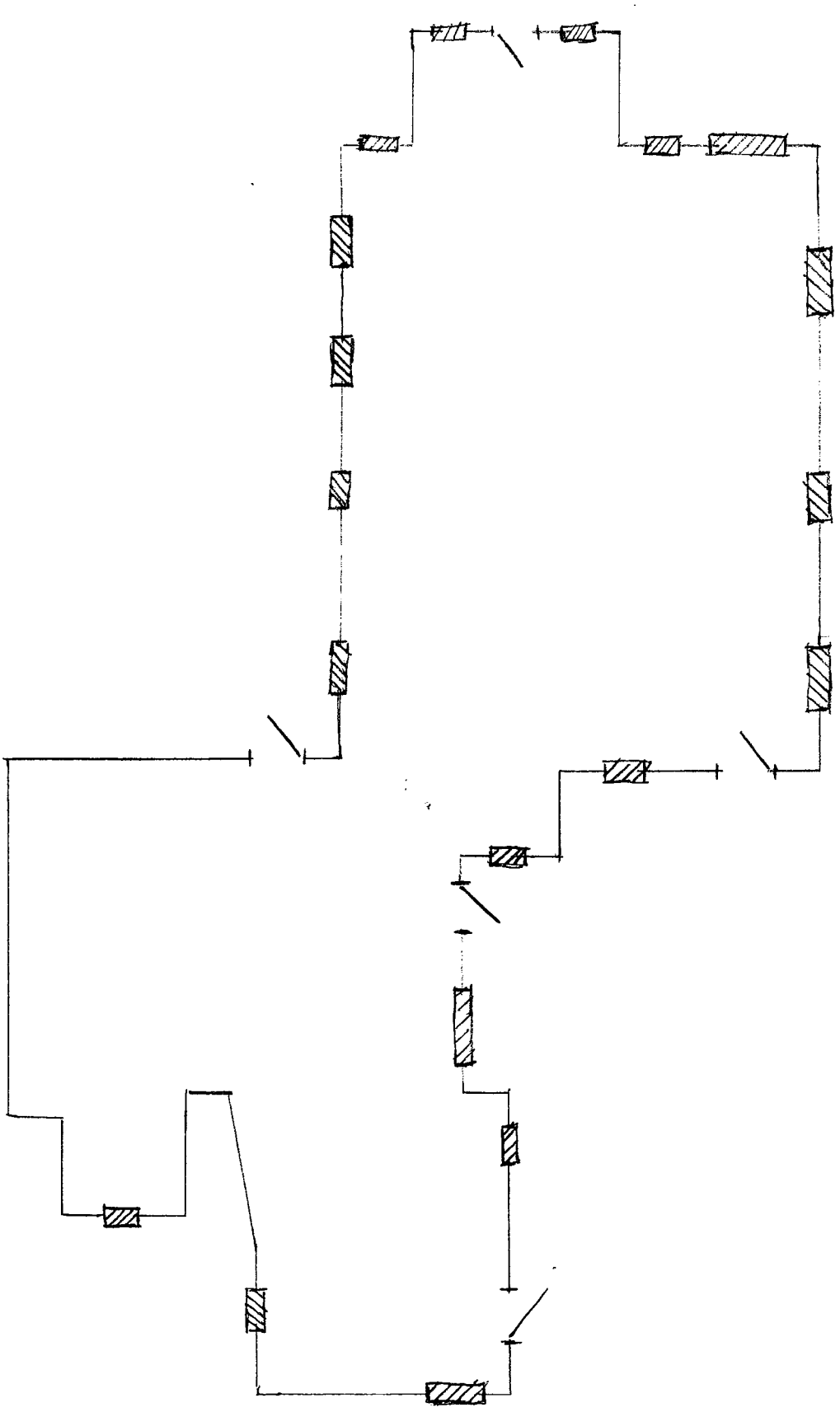
Contractor Phone Number: (863) 990-1276

Official use only

Date submitted: 9/23/25 **Date accepted:** 9/23/25

Bid opened by: Meagan Deethar **Witnessed by:** Meagan Quigley
Date opened: 9/23/25 **Time:** EF **Work**
write-up prepared by: ~~Meagan Deethar~~ Lester Hornbake **Date:** _____

310 W Myrtle St



DESOTO COUNTY
STATE HOUSING INITIATIVE PROGRAM
HURRICANE HOUSING RECOVERY PLAN
HOUSING REHABILITATION PROGRAM
NOTICE TO BIDDERS

A. NOTICE TO BIDDERS:

Sealed bids will be received until 2:00 p.m. on the 23rd day of September 2025, for the rehabilitation of (4) homes and Demolition/Reconstruction of (1) homes for the State Housing Initiative Program and Hurricane Housing Recovery Plan.

B. General Instructions to Bidders:

1. **Quotations:**

    a. **All prices shall include all labor, supervision, materials, equipment and services necessary to do a workman-like job.**

    b. **Only firm bids will be accepted.**

    c. **Bids prices must be itemized on the submitted bid form or the bid will be rejected.**

2. **Insurance: Before any bid can be accepted, a Certificate of Insurance must be attached to this bid or on file with the Housing Rehabilitation Program. The Certificate must list the Local Government as a party to be notified ten (10) days before cancellation or expiration of the policy.**

3. **Legal Compliance: The Bidder shall be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility for compliance with all said laws, ordinances, rules and regulations.**

4. **Right of Rejection: The Owner, in cooperation with the Local Government, reserves the right to reject any one bid or all bids, to waive any informality in any bid, and to award the bid in the best interest of the Local Government and the Owner.**

5. **Pre-Bid Conference: Bidders or their representative are required to attend an on-site walk through. Copies of the Bid Documents will be provided to Bidders at the on-site meeting. Failure to attend the meeting will result in automatic bid rejection, unless a waiver is approved by the Local Government prior to the meeting.**

NOTICE TO BIDDERS

The walk-through for these jobs will be held:

Date: Friday, September 12, 2025, **Time: 9:00 a.m.**

Start Location: 201 east Oak St., Suite 103, Arcadia, FL 34266

6. **Bids Submitted: Address all bids to Purchasing Department/Housing Rehabilitation Program. The bids shall be enclosed in a sealed envelope bearing the markings "DeSoto County Housing Program SEALED BIDS" and NOT to be opened until 2:00 p.m. Tuesday, September 23, 2025.**

If hand delivering bids the address is **DeSoto County- Purchasing Dept.**
201 East Oak St., Suite 203
Arcadia, FL 34266

If mailing bids the address is: 201 East Oak St., Suite 203, Arcadia, FL 34266

7. **No Contractor or subcontractor may participate in this work if ineligible to receive federal or state-funded contracts.**

8. **No Contractor will be issued more than two (2) Local Government funded contracts simultaneously unless the ability to perform is proven or there are no other bidders.**

9. **Federal Equal Opportunity, Civil Rights, lead base paint and record retention requirements are applicable to work performed on these jobs.**

10. **Financing of the work will be provided, in whole or in part by the Housing Rehabilitation Program. The Local Government will act as an agent for the Owner in preparing Contract Documents, inspecting, and issuing payments. However, the Contract will be between the Owner and Contractor. Bids, work performed, and payments must be approved by the Owner and the Agent.**

_____ _____

Megan Quigley **Date**
Social Services Specialist

DeSoto County

10/14/2025

Item #: 19.

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

DEPARTMENT: Administrative Services
SUBMITTED BY: **Elicia Taylor, Accounts Payable Technician**
PRESENTED BY: **Peter Danao, Finance Director**

TITLE & DESCRIPTION:
Accounts and Warrants Drawn Per Schedule of Bills Payable.

REQUESTED MOTION:
To approve accounts and warrants drawn according to Schedule(s) of Bills Payable September 9, 2025-September 22, 2025.

SUMMARY:
Click or tap here to enter text.

BACKGROUND:
Checks and Warrants as follows: Truist Banks Consolidated Fund, Wire Transfers, Bank Drafts, Payroll Fund, and Check #315001-315153; Payroll Clearing Fund wire drafts; Local Housing-SHIP Fund Check #001792-001797; Utilities Capital Fund drafts #006823; Flexible Spending Account Check #N/A Indigent Health Care Check #N/A; DCVOL #N/A.

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

VENDOR SET: 01 Desoto County
BANK: * ALL BANKS
DATE RANGE: 9/09/2025 THRU 9/22/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	9/11/2025			315030		
C-CHECK	VOID CHECK	V	9/11/2025			315085		
C-CHECK	VOID CHECK	V	9/18/2025			315144		
C-CHECK	VOID CHECK	V	9/18/2025			315145		
C-CHECK	VOID CHECK	V	9/18/2025			315146		
C-CHECK	VOID CHECK	V	9/18/2025			315147		

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	6	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	6	0.00	0.00	0.00
BANK: * TOTALS:	6	0.00	0.00	0.00

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/09/2025 THRU 9/22/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3288		FLORIDA DEPT OF REVENUE							
	I-202509091902	PARKS- STATE SALES TAX	D	9/09/2025	157.74		004760		157.74
0268		CATERPILLAR FINANCIAL							
	I-37407038	2030762	D	9/15/2025	3,190.22		004773		3,190.22
3288		FLORIDA DEPT OF REVENUE							
	I-202509161932	AUGUST 2025 FUEL TAX	D	9/16/2025	74.39		004782		74.39
0384		FL DEPT OF ENVIRONMENTAL PROT/							
	I-202509161933	SRF WASTEWATER LOAN PYMT #41	D	9/11/2025	68,023.49		004783		68,023.49
0174		US FOODSERVICES INC							
	I-2219097	30623334	E	9/12/2025	1,246.04		006797		1,246.04
0378		WOMACK SANITATION, INC.							
	I-0000095836	1054	E	9/12/2025	185.00		006798		
	I-0000095856	1124	E	9/12/2025	185.00		006798		
	I-0000095880	1186	E	9/12/2025	22.30		006798		
	I-0000095881	1186	E	9/12/2025	22.30		006798		
	I-0000095960	1721	E	9/12/2025	370.00		006798		
	I-0000095960A	1721	E	9/12/2025	504.16		006798		
	I-0000095976	2159	E	9/12/2025	212.08		006798		
	I-0000095976A	2159	E	9/12/2025	48.92		006798		1,549.76
1010		DESOTO CO. CHAMBER OF COMMERCE							
	I-202509101910	TURNER CENTER	E	9/12/2025	625.00		006799		625.00
1298		FLORIDA DEPARTMENT OF							
	I-2J7485	AH2-7183	E	9/12/2025	61.82		006800		
	I-2J7525	AJ7-14231	E	9/12/2025	30.08		006800		
	I-2J7526	AJ7-19360	E	9/12/2025	4,960.35		006800		
	I-2J7527	AJ7-10782	E	9/12/2025	186.71		006800		
	I-2J7528	AJ7-9570357	E	9/12/2025	149.00		006800		5,387.96
1445		STAPLES ADVANTAGE							
	I-6036403518	394628	E	9/12/2025	289.55		006801		
	I-6039108508	396428	E	9/12/2025	57.33		006801		
	I-6039860721	396428	E	9/12/2025	289.79		006801		
	I-6040098691	396428	E	9/12/2025	12.10		006801		
	I-6040252185	396428	E	9/12/2025	48.96		006801		
	I-6040903249	396428	E	9/12/2025	172.44		006801		
	I-6040979928	396428	E	9/12/2025	491.64		006801		1,361.81

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/09/2025 THRU 9/22/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1839		CALLAGHAN TIRE							
	I-1572067	431	E	9/12/2025	566.12		006802		566.12
3547		MYAKKA HEATING & COOLING							
	I-25793	ADMIN SERVICE CALL	E	9/12/2025	1,198.00		006803		
	I-25908	HEALTH DEPT	E	9/12/2025	150.00		006803		
	I-25909	HELATH DEPT	E	9/12/2025	270.00		006803		1,618.00
4061		RAPID SYSTEMS, INC.							
	I-657437	LANDFILL	E	9/12/2025	123.95		006804		123.95
4630		LAMAN FIELD MAINTENANCE, LLC							
	I-1071	ATHLETIC FIELDS AGREEMENT	E	9/12/2025	1,600.00		006805		
	I-1072	ATHLETIC FIELDS AGREEMENT	E	9/12/2025	600.00		006805		2,200.00
5319		AMAZON CAPITAL SERVICES INC.							
	I-11MLW3G3VGGT	A2QZQZIX4LDSB5	E	9/12/2025	656.49		006806		
	I-11TPFNT43LNT	A2QZQZIX4LDSB5	E	9/12/2025	19.94		006806		
	I-139FVT69FJ4Y	A2QZQZIX4LDSB5	E	9/12/2025	28.45		006806		
	I-14L3RL791PGQ	A2QZQZIX4LDSB5	E	9/12/2025	9.99		006806		
	I-194441V4DRXG	A2QZQZIX4LDSB5	E	9/12/2025	437.74		006806		
	I-19NMYLRRTPH1	A2QZQZIX4LDSB5	E	9/12/2025	78.98		006806		
	I-1F4G9C4XW99Y	A2QZIX4LDSB5	E	9/12/2025	9.99		006806		
	I-1FD9L3JLJHLT	A2QZQZIX4LDSB5	E	9/12/2025	165.25		006806		
	I-1GH9LT9WCCYP	A2QZQZIX4LDSB5	E	9/12/2025	86.99		006806		
	I-1GN1DRQPXFPD	A2QZQZIX4LDSB5	E	9/12/2025	275.56		006806		
	I-1K6HCMWLTJ47	A2QZQZ1X4LDSB5	E	9/12/2025	36.08		006806		
	I-1LGJMGVDG9YR	A2QZQZIX4LDSB5	E	9/12/2025	356.49		006806		
	I-1LVVQQDGK3PF	A2QZQZIX4LDSB5	E	9/12/2025	37.99		006806		
	I-1MF7MLM6VYJX	A2QZQZIX4LDSB5	E	9/12/2025	849.95		006806		
	I-1NTDWPGDXC3R	A2QZQZIX4LDSB5	E	9/12/2025	14.15		006806		
	I-1NW9LV4LHYV9	A2QZQZIX4LDSB5	E	9/12/2025	15.29		006806		
	I-1QH1RXNWT7Y4	A2QZQZIX4LDSB5	E	9/12/2025	706.06		006806		
	I-1QHYJPCLTJXX	A2QZQZIX4LDSB5	E	9/12/2025	364.67		006806		
	I-1RJNYMHCGYGN	A2QZQZIX4LDSB5\	E	9/12/2025	369.98		006806		
	I-1THHNXPPT9W4	A2QZQZIX4LDSB5	E	9/12/2025	163.34		006806		
	I-1XHVQ91NKLQ4	A2QZQZIX4LDSB5	E	9/12/2025	137.50		006806		4,820.88
5395		TELEFLEX, LLC							
	I-9510495766	141161	E	9/12/2025	550.00		006807		550.00
4187		EXCAVATION POINT, INC							
	I-00087049	25-13-00ITB	E	9/12/2025	566,846.72		006808		566,846.72

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5694		GREEN STREET ASSOCIATES, LLC							
	I-202509101911	PLANNING	E	9/12/2025	13,625.00		006809		13,625.00
0333		PEACE RIVER/MANASOTA							
	I-SI000043	UTILITIES	E	9/12/2025	88,047.26		006810		88,047.26
4924		ROGERS PETROLEUM							
	I-1199973	DCTRAN-CL	E	9/12/2025	977.32		006811		
	I-1200002	DCTRAN-CL	E	9/12/2025	582.18		006811		
	I-1200075	DCTRAN-CL	E	9/12/2025	1,392.82		006811		
	I-1200635	DCTRAN-CL	E	9/12/2025	603.36		006811		
	I-1200785	DCTRAN-CL	E	9/12/2025	895.16		006811		4,450.84
4926		ROGERS PETROLEUM							
	I-1200636	DCTURN-CL	E	9/12/2025	37.32		006812		37.32
4927		ROGERS PETROLEUM							
	I-1199969	DCFACIL-CL	E	9/12/2025	118.59		006813		
	I-1200071	DCFACIL-CL	E	9/12/2025	72.66		006813		
	I-1200781	DCFACIL-CL	E	9/12/2025	63.00		006813		254.25
4928		ROGERS PETROLEUM							
	I-1200228	DCEXTEN-CL	E	9/12/2025	15.57		006814		15.57
4931		ROGERS PETROLEUM							
	I-1198957	DCUTIL-CL	E	9/12/2025	67.94		006815		
	I-1198958	DCWAT-CAL	E	9/12/2025	1,280.47		006815		
	I-1198959	DCWAST-CL	E	9/12/2025	1,528.28		006815		2,876.69
4933		ROGERS PETROLEUM							
	I-1200070	DCENVIR-CL	E	9/12/2025	299.59		006816		299.59
4934		ROGERS PETROLEUM							
	I-1199967	DCCODE-CL	E	9/12/2025	29.05		006817		29.05
4935		ROGERS PETROLEUM							
	I-1197117	DCANIM-CL	E	9/12/2025	109.34		006818		
	I-1197908	DCANIM-CL	E	9/12/2025	66.66		006818		
	I-1199997	DCANIM-CL	E	9/12/2025	37.67		006818		213.67
4941		ROGERS PETROLEUM							
	I-1200069	DCENGIN-CL	E	9/12/2025	65.03		006819		65.03

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4942		ROGERS PETROLEUM							
	I-1197765	DCPUBAD-CL	E	9/12/2025	40.32		006820		
	I-1197766	DCEMS-CL	E	9/12/2025	33.91		006820		
	I-1197767	DCFIRE-CL	E	9/12/2025	184.61		006820		
	I-1197911	DCPUBAD-CL	E	9/12/2025	58.17		006820		
	I-1197913	DCFIRE-CL	E	9/12/2025	77.52		006820		
	I-1198124	DCPUBAD-CL	E	9/12/2025	33.70		006820		
	I-1198125	DCEMS-CL	E	9/12/2025	25.66		006820		
	I-1198164	DCPUBAD-CL	E	9/12/2025	37.59		006820		
	I-1198165	DCEMS-CL	E	9/12/2025	57.47		006820		
	I-1198166	DCFIRE-CL	E	9/12/2025	158.98		006820		
	I-1198456	DCEMS-CL	E	9/12/2025	61.56		006820		
	I-1198457	DCFIRE-CL	E	9/12/2025	25.15		006820		
	I-1198494	DCFIRE-CL	E	9/12/2025	28.48		006820		
	I-1198508	DCEMS-CL	E	9/12/2025	122.77		006820		945.89
5385		ROGERS PETROLEM							
	I-1192841	DCLIBR-CL	E	9/12/2025	47.63		006821		47.63
4236		THE WEILER ENGINEERING CORPOR							
	I-3283	24052.010	E	9/12/2025	4,396.00		006822		
	I-3284	25052.005	E	9/12/2025	14,306.04		006822		
	I-3285	25052.002	E	9/12/2025	5,251.00		006822		
	I-3286	25052.003	E	9/12/2025	22,739.50		006822		
	I-3288	24052.011	E	9/12/2025	1,155.00		006822		
	I-3289	24052.015	E	9/12/2025	9,101.25		006822		
	I-3290	24052.015	E	9/12/2025	210.00		006822		57,158.79
6101		SEMCO CONSTRUCTION, INC							
	I-10	240125	E	9/12/2025	180,613.90		006824		
	I-25010321	25-0103-2	E	9/12/2025	2,150.00		006824		182,763.90
1445		STAPLES ADVANTAGE							
	I-6040819056	396428	E	9/19/2025	139.15		006825		
	I-6042160947	396428	E	9/19/2025	422.64		006825		561.79
1774		EVERGLADES EQUIPMENT GROUP							
	I-P0705743	DESOT007	E	9/19/2025	377.82		006826		377.82
1839		CALLAGHAN TIRE							
	I-1572066	431	R	9/19/2025	483.20		006827		483.20
2210		XEROX CORPORATION							
	I-024151789	725727242	E	9/19/2025	190.07		006828		190.07

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2282		XEROX CORPORATION							
	I-024151788	724958178	E	9/19/2025	41.39		006829		41.39
2312		ARCADIA PRINTING,LLC							
	I-510148	PSD	E	9/19/2025	429.96		006830		429.96
3547		MYAKKA HEATING & COOLING							
	I-25942	EOC	E	9/19/2025	2,595.00		006831		2,595.00
5319		AMAZON CAPITAL SERVICES INC.							
	C-1CFJ7TDLDXLR	A2QZQZ1X4LDSB5	E	9/19/2025	99.99CR		006832		
	I-13NTVDYLWG7W	A2QZQZIX4LDSB5	E	9/19/2025	1,043.32		006832		
	I-16YL6JNYXW6H	A2QZQZIX4LDSB5	E	9/19/2025	246.77		006832		
	I-16YL6JNYYGMW	A2QZQZ1X4LDSB5	E	9/19/2025	36.85		006832		
	I-17QKK467WGK6	A2QZQZIX4LDSB5	E	9/19/2025	95.13		006832		
	I-1CWHRWP91GDM	A2QZQZIX4LDSB5	E	9/19/2025	159.25		006832		
	I-1F4G9C4XVNQM	A2QZQZIX4LDSB5	E	9/19/2025	357.88		006832		
	I-1HJ7M1J4XKQJ	A2QZQZIX4LDSB5	E	9/19/2025	38.99		006832		
	I-1MDGL1V3XKFL	A2QZQZIX4LDSB5	E	9/19/2025	37.99		006832		
	I-1MGMLDHFXR3T	A2QZQZ1X4LDSB5	E	9/19/2025	251.91		006832		
	I-1VK3HQ4GVYFP	A2QZQZIX4LDSB5	E	9/19/2025	53.97		006832		
	I-1WFH4RK4WYYD	A2QZQZIX4LDSB5	E	9/19/2025	932.06		006832		
	I-1WFH4RK4XGQD	A2QZQZIX4LDSB5	E	9/19/2025	45.56		006832		
	I-1WQGFFXDWPHV	A2QZQZIX4LDSB5	E	9/19/2025	164.40		006832		
	I-1XM97W4DXLXQ	A2QZQZIX4LDSB5	E	9/19/2025	39.60		006832		3,403.69
5522		MCR HEALTH INC							
	I-202509151931	DEPOSIT REFUND	E	9/19/2025	500.00		006833		500.00
3504		CLARKE ENVIRONMENTAL							
	I-001038204	D02227	E	9/19/2025	4,150.77		006834		
	I-001038272	D02227	E	9/19/2025	13,333.35		006834		17,484.12
5928		KCI TECHNOLOGIES, INC							
	I-ARIV1034064	00013995_00001	E	9/19/2025	6,275.00		006835		6,275.00
1413		NABORS, GIBLIN, & NICKERS							
	I-52870	COUNTY ATTORNEY SERVICES	E	9/19/2025	14,686.48		006836		
	I-52871	UTILITY SERVICES	E	9/19/2025	313.52		006836		
	I-52880	CASE SPECIFIC LITIGATION	E	9/19/2025	5,025.94		006836		20,025.94
4924		ROGERS PETROLEUM							
	I-1201015	DCTRAN-CL	E	9/19/2025	315.85		006837		
	I-1201107	DCTRAN-CL	E	9/19/2025	1,940.38		006837		
	I-1201216	DCTRAN-CL	E	9/19/2025	166.56		006837		2,422.79

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4932		ROGERS PETROLEUM							
	I-1199998	DCPARK-CL	E	9/19/2025	346.24		006838		
	I-1200229	DCPARK-CL	E	9/19/2025	144.79		006838		
	I-1200631	DCPARK-CL	E	9/19/2025	14.48		006838		
	I-1200782	DCPARK-CL	E	9/19/2025	116.42		006838		
	I-1201011	DCPARK-CL	E	9/19/2025	36.52		006838		658.45
4934		ROGERS PETROLEUM							
	I-1201102	DCCODE-CL	E	9/19/2025	27.85		006839		27.85
4935		ROGERS PETROLEUM							
	I-1200227	DCANIM-CL	E	9/19/2025	50.51		006840		50.51
4236		THE WEILER ENGINEERING CORPOR							
	I-3247	DES008-AAAA350-2509074	E	9/19/2025	49,140.00		006841		
	I-3318	DES008AAAA350-25009074	E	9/19/2025	32,760.00		006841		81,900.00
5851		GREEN LINE MOWERS LLC							
	I-INV268	ST AUGUSTINE GRASS	V	11/15/2024	175.00		312040		175.00
5851		GREEN LINE MOWERS LLC							
	M-CHECK	GREEN LINE MOWERS LLC UNPOST	V	9/18/2025			312040		175.00CR
6243		365 DEGREE TOTAL MARKETING							
	I-BS062025DC1	TURNER CENTER	R	9/11/2025	1,600.00		315007		1,600.00
4676		4IMPRINT, INC.							
	I-14214978	2884290	R	9/11/2025	1,035.10		315008		1,035.10
5409		ALISON SHUMAN							
	I-202509101912	TRAVEL VOUCHER	R	9/11/2025	341.40		315009		341.40
5654		AUTO ZONE STORES, INC							
	I-01088193517	11356068	R	9/11/2025	22.30		315010		22.30
4114		BAKER & TAYLOR, INC.							
	I-5019609128	517753	R	9/11/2025	36.33		315011		
	I-5019625562	517753	R	9/11/2025	104.15		315011		
	I-5019641031	517753	R	9/11/2025	77.63		315011		218.11
0233		BARTOW FORD							
	I-156742	375371	R	9/11/2025	95.48		315012		
	I-163574	375371	R	9/11/2025	72.60		315012		
	I-163722	375371	R	9/11/2025	746.00		315012		914.08

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2317		BOUND TREE MEDICAL. LLC							
	I-85858380	108367	R	9/11/2025	473.97		315013		
	I-85882015	108367	R	9/11/2025	410.41		315013		
	I-85905541	108367	R	9/11/2025	756.98		315013		
	I-85907440	108367	R	9/11/2025	1,645.45		315013		3,286.81
3848		CENTURYLINK							
	I-202509081893	311573058	R	9/11/2025	355.40		315014		355.40
3419		CHANCEY BOHANNAN SEPTIC&PORTA-							
	I-10392	PARKS	R	9/11/2025	1,690.00		315015		1,690.00
0694		CHENANGO SUPPLY COMPANY,INC							
	I-378133	101587	R	9/11/2025	448.05		315016		
	I-378135	101587	R	9/11/2025	1,053.02		315016		
	I-379264	100084	R	9/11/2025	254.40		315016		1,755.47
5306		CHILLED AUTO AIR & REPAIR							
	I-020225	1267	R	9/11/2025	3,368.12		315017		3,368.12
3635		CINTAS CORPORATION NO.2							
	I-4241865238	24030035	R	9/11/2025	67.44		315018		
	I-4241865368	24060158	R	9/11/2025	238.37		315018		
	I-4242052330	24049758	R	9/11/2025	67.77		315018		
	I-4242052330A	24049578	R	9/11/2025	15.21		315018		
	I-4242858465	UNIFORM BLANKET TC	R	9/11/2025	6.31		315018		
	I-4242858465A	24049758	R	9/11/2025	61.46		315018		
	I-4242858465AA	24049758	R	9/11/2025	15.21		315018		
	I-4245290557	24060156	R	9/11/2025	238.37		315018		
	I-8407748982	24030035	R	9/11/2025	7.53		315018		717.67
0084		CITY OF ARCADIA,							
	I-202509081898	0000968225-002906134	R	9/11/2025	558.62		315019		
	I-202509091903	0000967581-002899694	R	9/11/2025	174.63		315019		
	I-202509091909	0000967576-002899644	R	9/11/2025	210.88		315019		
	I-202509101914	0000967584-002899724	R	9/11/2025	1,497.13		315019		
	I-202509101915	0000967579-002899674	R	9/11/2025	693.65		315019		
	I-202509101917	0000967583-002899714	R	9/11/2025	231.69		315019		
	I-202509101918	0000967582-002899704	R	9/11/2025	96.85		315019		3,463.45
3976		COMCAST							
	I-25060211-939776438	AUGUST 25 PAYMENT	R	9/11/2025	1,610.00		315020		1,610.00

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4745		COPY LIFE INC.							
	I-AR111680	CF0008	R	9/11/2025	116.22		315021		
	I-AR111711	DC12	R	9/11/2025	46.27		315021		
	I-AR112044-DCO4	AUG 25	R	9/11/2025	209.90		315021		
	I-AR112075	CF1044	R	9/11/2025	31.50		315021		403.89
5154		CORE & MAIN LP							
	I-X547296	164427	R	9/11/2025	14,220.00		315022		14,220.00
2724		CULLIGAN WATER							
	I-1314911	1020379	R	9/11/2025	45.50		315023		
	I-1314912	1176489	R	9/11/2025	61.00		315023		106.50
2598		PETER DANAO							
	I-202509101916	REIMBURSEMENT	R	9/11/2025	35.98		315024		35.98
1		Debbie Brantley							
	I-202509091905	TRAP REFUND	R	9/11/2025	20.00		315025		20.00
0645		DEMCO, INC.							
	I-7673092	710142533	R	9/11/2025	1,061.18		315026		
	I-7682243	710142533	R	9/11/2025	1,248.05		315026		2,309.23
4850		DESOTO AGRICULTURE &							
	I-155277	2800	R	9/11/2025	14.56		315027		14.56
0229		DESOTO FORD AUTOMALL INC							
	I-5021612	PSD	R	9/11/2025	181.87		315028		181.87
1416		DESOTO CO PUBLIC HEALTH							
	I-202509081880	GEOFF BURNMAN PHYSICAL	R	9/11/2025	105.00		315029		
	I-202509081881	JAMES DAVIS	R	9/11/2025	105.00		315029		
	I-202509081882	TIMOTHY BAXTER	R	9/11/2025	105.00		315029		
	I-202509081883	MARSHALL HEITMAN	R	9/11/2025	105.00		315029		
	I-202509081884	NORMAN KENNEDY	R	9/11/2025	105.00		315029		
	I-202509081885	JOHN FAZIO	R	9/11/2025	105.00		315029		
	I-202509081886	KRISTEN HOBBS	R	9/11/2025	105.00		315029		
	I-202509081887	COREY KALMES	R	9/11/2025	105.00		315029		
	I-202509081888	CALVIN HOLDER	R	9/11/2025	105.00		315029		
	I-202509081889	JOSIAH CASE	R	9/11/2025	105.00		315029		
	I-202509081890	DAEMON WOODS	R	9/11/2025	105.00		315029		
	I-202509081891	JUSTIN WOOTEN	R	9/11/2025	105.00		315029		
	I-202509081892	JOEL ISAAC	R	9/11/2025	145.00		315029		
	I-202509081895	PEDRO VILLEGAS	R	9/11/2025	85.00		315029		
	I-202509081899	TRENT CHOLLEY	R	9/11/2025	145.00		315029		1,635.00

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5757		DYNAMIC EQUIPMENT GROUP							
	I-P85286	BOC702	R	9/11/2025	721.63		315031		721.63
6146		ECO CLEAN MAINTENANC, INC							
	I-13918	JUNE 2025 LIBRARY	R	9/11/2025	857.00		315032		
	I-13919	JUNE 2025 BOCC	R	9/11/2025	3,425.00		315032		
	I-13920	JUNE 2025 COURTHOUSE	R	9/11/2025	2,574.00		315032		
	I-14013	JULY 2025 BOCC	R	9/11/2025	3,425.00		315032		
	I-14014	JULY 2025 LIBRARY	R	9/11/2025	857.00		315032		
	I-14015	JULY 2025 COURTHOUSE	R	9/11/2025	2,574.00		315032		13,712.00
5859		ELITE MEDICAL RESPONSE							
	I-1269625	34955	R	9/11/2025	480.00		315033		
	I-1275025	34948	R	9/11/2025	484.00		315033		
	I-1413525	34948	R	9/11/2025	628.00		315033		1,592.00
6127		EVERGLADES EQUIPMENT GROUP							
	I-P0693396	DESOT007	R	9/11/2025	47.68		315034		47.68
5431		EVOQUA WATER TECHNOLOGIES LLC							
	I-907188886	1069199	R	9/11/2025	2,064.00		315035		2,064.00
0306		FENDER AUTO PARTS INC							
	I-061862	168	R	9/11/2025	104.81		315036		
	I-062353	168	R	9/11/2025	38.52		315036		
	I-062418	166	R	9/11/2025	45.98		315036		
	I-062476	168	R	9/11/2025	256.59		315036		
	I-062523	168	R	9/11/2025	23.98		315036		
	I-062606	168	R	9/11/2025	39.82		315036		509.70
0605		FENDERS TIRE & BATTERY, INC.							
	I-061451	167	R	9/11/2025	106.40		315037		106.40
0300		FLEETPRIDE							
	C-125607264	125607264	R	9/11/2025	487.96CR		315038		
	I-126933181	ROAD & BRIDGE	R	9/11/2025	1,266.86		315038		778.90
0318		FLORIDA ASSOCIATION OF COUNTIE							
	I-200034108	PARKS	R	9/11/2025	100.00		315039		100.00
1918		FPL-ASSIST							
	I-202509081894	8/16-8/31/25 FPL CRISES ASSIST	R	9/11/2025	2,860.82		315040		2,860.82

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5848		FUR-EVER FRIENDS ANIMAL HOSPIT							
	I-2937	A017157	R	9/11/2025	125.93		315041		
	I-3456	ANIMAL CONTROL	R	9/11/2025	566.62		315041		
	I-4312AA	ANIIMAL CONTROL	R	9/11/2025	50.72		315041		
	I-5255	ANIMAL CONTROL	R	9/11/2025	302.13		315041		
	I-5904	A017833	R	9/11/2025	54.52		315041		
	I-6082	A017824	R	9/11/2025	56.25		315041		
	I-6083	A017888	R	9/11/2025	30.00		315041		
	I-6122	ANIMAL CONTROL	R	9/11/2025	479.19		315041		1,665.36
6019		GEOCOMM							
	I-INV198911	SHERIFF'S OFFICE	R	9/11/2025	9,552.00		315042		9,552.00
5430		GINA'S POOL SERVICE OF ARCADIA							
	I-3285552	585-000036	R	9/11/2025	25.00		315043		25.00
0595		GLOBAL INDUSTRIAL							
	I-123576462	48212	R	9/11/2025	991.95		315044		991.95
0214		GOODYEAR RUBBER PRODUCTS,INC.							
	I-322261	20410	R	9/11/2025	52.97		315045		52.97
5454		GRAINGER, INC							
	I-9619460851	866230576	R	9/11/2025	69.75		315046		69.75
0569		HARDEE COUNTY BOCC							
	I-11871	LANDFILL	R	9/11/2025	616.00		315047		616.00
4900		HAWKINS, INC							
	I-7185972	282984	R	9/11/2025	430.65		315048		
	I-7189965	292984	R	9/11/2025	3,204.40		315048		
	I-7191171	292984	R	9/11/2025	1,009.80		315048		4,644.85
1		Jennett Behnke							
	I-202509091907	TRAP REFUND	R	9/11/2025	20.00		315049		20.00
1		Jessica Currier							
	I-202509091906	TRAP REFUND	R	9/11/2025	20.00		315050		20.00
5151		JOHN PALMER ELECTRIC,INC							
	I-80415	ROAD & BRDIDGE	R	9/11/2025	613.62		315051		613.62
1718		KELLY TRACTOR CO							
	C-ARFTC000117	2027350	R	9/11/2025	11.43CR		315052		
	I-P1030002875	2027350	R	9/11/2025	187.24		315052		175.81

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6074		KINGS III EMERGENCY COMMUNICTI							
	I-3150671	91686	R	9/11/2025	415.50		315053		415.50
0423		KNIGHT SUPPLY OF							
	I-98315	UTILITIES	R	9/11/2025	1,201.30		315054		1,201.30
6256		LANDES EMERGENCY TRAINING SERV							
	I-7926	PSD	R	9/11/2025	450.00		315055		450.00
4864		LEAF							
	I-18931441	100-4333359-004	R	9/11/2025	133.57		315056		133.57
4864		LEAF							
	I-18948738-3458108	100-3458108-007	R	9/11/2025	136.72		315057		136.72
4864		LEAF							
	I-18950167-13545158	100-4333359-006	R	9/11/2025	120.12		315058		120.12
6110		LEVEL 3 COMMUNICATIONS, LLC							
	I-752217924	5-C1KDK1RG	R	9/11/2025	649.11		315059		
	I-752217924A	5-C1KDK1RG	R	9/11/2025	750.99		315059		
	I-752217924AA	5-C2KDK1RG	R	9/11/2025	2,737.34		315059		4,137.44
5361		LOWES HOME CENTER, INC							
	I-425538155	001128	R	9/11/2025	741.00		315060		
	I-426978042	000725	R	9/11/2025	313.50		315060		1,054.50
1		Madelon Mansfield							
	I-202509091904	TRAP REFUND	R	9/11/2025	20.00		315061		20.00
2821		MADER ELECTRIC MOTORS, INC.							
	I-2601	UTILITIES	R	9/11/2025	4,326.40		315062		4,326.40
5006		O'REILLY AUTO PARTS							
	C-5069176460	2192285	R	9/11/2025	31.00CR		315063		
	I-5069175383	2192285	R	9/11/2025	165.17		315063		
	I-5069176408	2192285	R	9/11/2025	269.18		315063		
	I-5069176595	2192285	R	9/11/2025	52.93		315063		
	I-5069177243	2192285	R	9/11/2025	73.91		315063		
	I-5069177293	2192285	R	9/11/2025	43.24		315063		
	I-5069177481	2192285	R	9/11/2025	51.07		315063		624.50
5766		ODP BUSINESS SOLUTIONS, LLC							
	I-435154844001	27272349	R	9/11/2025	179.75		315064		
	I-439434422	27272349	R	9/11/2025	5,363.66		315064		5,543.41

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6223		PALMDALE COMO PROPANE LLC							
	I-2855376	1204701	R	9/11/2025	425.41		315065		425.41
0331		PEACE RIVER ELECTRIC CORP							
	I-202509081901	97457001	R	9/11/2025	627.24		315066		627.24
5458		QUADIENT FINANCE USA, INC							
	I-202509081900	7900 0440 8121 5315	R	9/11/2025	6,154.95		315067		6,154.95
5539		R & M SERVICE SOLUTIONS, LLC							
	I-SOI01515	UTILITIES	R	9/11/2025	11,575.00		315068		
	I-SOI01705	UTILITIES	R	9/11/2025	8,060.00		315068		19,635.00
2950		SAFEGUARD SECURITY,INC							
	I-077640	2524	R	9/11/2025	123.00		315069		
	I-077641	2525	R	9/11/2025	108.00		315069		231.00
5376		SANDERS LABORATORIES, INC.							
	I-84399	DESOTO WWTP	R	9/11/2025	83.00		315070		83.00
2809		SHERWIN-WILLIAMS CO.							
	I-77345	4202-4789-2	R	9/11/2025	304.67		315071		
	I-77758	4202-4789-2	R	9/11/2025	20.71		315071		
	I-79663	4202-4789-2	R	9/11/2025	64.90		315071		390.28
0259		SMITH'S RANCH & GARDEN							
	I-093249	142224	R	9/11/2025	44.99		315072		
	I-094575	142224	R	9/11/2025	11.73		315072		56.72
2940		SOUTHERN OXYGEN & WELDING SUPP							
	I-550333	DC4842	R	9/11/2025	59.48		315073		
	I-550698	DC4842	R	9/11/2025	69.94		315073		129.42
3469		STANTEC CONSULTING SERVICES, I							
	I-2437532	63591	R	9/11/2025	14,103.00		315074		14,103.00
4098		THE AVANTI COMPANY, INC.							
	I-137997	UTILITIES	R	9/11/2025	54,040.00		315075		54,040.00
4777		THE LAKE DOCTORS, INC							
	I-296184B	721713	R	9/11/2025	137.00		315076		137.00
0697		THE SUN							
	I-3965094	413794	R	9/11/2025	58.63		315077		58.63

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3283		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5035585039	450-0112216-000	R	9/11/2025	306.61		315078		306.61
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-50335312546	450-0112216-006	R	9/11/2025	157.42		315079		157.42
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5035364402	450-0112216-005	R	9/11/2025	155.49		315080		155.49
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5035364403	450-0112216-004	R	9/11/2025	133.49		315081		133.49
5025		VISION ACE HARDWARE, LLC							
	I-399749	920174	R	9/11/2025	18.99		315082		18.99
5026		VISION ACE HARDWARE, LLC							
	I-399631	920175	R	9/11/2025	82.75		315083		82.75
5027		VISION ACE HARDWARE, LLC							
	I-399419	920161	R	9/11/2025	31.97		315084		
	I-399420	920161	R	9/11/2025	24.72		315084		
	I-399463	920161	R	9/11/2025	16.97		315084		
	I-399470	920161	R	9/11/2025	17.98		315084		
	I-399472	920161	R	9/11/2025	59.94		315084		
	I-399491	920161	R	9/11/2025	29.58		315084		
	I-399516	920161	R	9/11/2025	26.02		315084		
	I-399585	920161	R	9/11/2025	19.99		315084		
	I-399588	920161	R	9/11/2025	38.32		315084		
	I-399596	920161	R	9/11/2025	7.98		315084		
	I-399606	920161	R	9/11/2025	54.95		315084		
	I-399607	920161	R	9/11/2025	14.99		315084		
	I-399651	920161	R	9/11/2025	7.98		315084		
	I-399660	920161	R	9/11/2025	20.58		315084		
	I-399668	920161	R	9/11/2025	87.97		315084		
	I-399706	920161	R	9/11/2025	49.99		315084		
	I-399779	920161	R	9/11/2025	16.34		315084		526.27
5028		VISION ACE HARDWARE, LLC							
	I-399505	920171	R	9/11/2025	37.96		315086		
	I-399665	920171	R	9/11/2025	30.57		315086		68.53
5030		VISION ACE HARDWARE, LLC.							
	I-399778	920165	R	9/11/2025	319.96		315087		319.96

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5400		VOIANCE LANGUAGE SERVICES, LLC							
	I-2025060175	669621	R	9/11/2025	30.27		315088		30.27
5162		WATER BOY, INC							
	I-00561739	037855	R	9/11/2025	9.90		315089		
	I-025124555	037855	R	9/11/2025	83.00		315089		92.90
2464		WESCO TURF, INC.							
	I-41296703	203987	R	9/11/2025	855.48		315090		855.48
5084		WIDEIKIS, BENEDICT & BERNTSSON							
	I-37088	15.0000	R	9/11/2025	675.00		315091		675.00
6020		ZAMORAS LAWN & LANDSCAPE LLC							
	I-CI3494	452	R	9/11/2025	2,940.00		315092		2,940.00
0408		ALERT PLUMBING SERVICE SPECIAL							
	I-420	psd	R	9/18/2025	533.00		315095		
	I-422	PARKS	R	9/18/2025	348.00		315095		881.00
5016		AMERICAN WATER CHEMICALS INC.							
	I-22034154	C000895	R	9/18/2025	3,619.00		315096		3,619.00
0824		ANIMAL ARK OF ARCADIA							
	I-777104061	AC	R	9/18/2025	63.00		315097		63.00
5297		BENNETT FIRE PRODUCTS CO, INC							
	I-INV002738	PSD	R	9/18/2025	15,907.60		315098		15,907.60
2317		BOUND TREE MEDICAL. LLC							
	I-85914596	108367	R	9/18/2025	1,816.44		315099		1,816.44
3419		CHANCEY BOHANNAN SEPTIC&PORTA-							
	I-10408	ROAD & BRIDGE	R	9/18/2025	400.00		315100		400.00
6273		CHARLOTTE BEHAVIORAL HEALTH CA							
	I-202509151927	OPIOID FUNDING SELBY HOUSE WIN	R	9/18/2025	22,500.00		315101		22,500.00
3635		CINTAS CORPORATION NO.2							
	I-4243320655	24060156	R	9/18/2025	248.23		315102		
	I-4243488618	24049758	R	9/18/2025	67.77		315102		
	I-4243488618A	24049758	R	9/18/2025	15.21		315102		
	I-5291234309	24049758	R	9/18/2025	28.85		315102		360.06

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6113		CINTAS FIRE PROTECTION							
	I-0F32161842	42567	R	9/18/2025	1,349.12		315103		1,349.12
0084		CITY OF ARCADIA,							
	I-202509161937	0000963380-002857684	R	9/18/2025	437.13		315104		
	I-202509161938	0000963382-002857704	R	9/18/2025	858.51		315104		
	I-202509171941	0000967577-002899654	R	9/18/2025	2,261.70		315104		
	I-202509171942	0000967580-002899684	R	9/18/2025	2,425.38		315104		5,982.72
6278		CONNIE L. COLLINS PLLC							
	I-GENSPM2508	SPECIAL MASTER HEARINGS	R	9/18/2025	800.00		315105		800.00
2724		CULLIGAN WATER							
	I-1315085	1173883	R	9/18/2025	53.25		315106		
	I-1315086	1013721	R	9/18/2025	192.75		315106		246.00
1416		DESOTO CO PUBLIC HEALTH							
	I-14BID8209458	14-54-00034	R	9/18/2025	200.00		315107		
	I-202509161934	RICHARD BATTLE	R	9/18/2025	145.00		315107		
	I-202509161935	TYLER POWERS	R	9/18/2025	145.00		315107		
	I-202509161936	MODESTO MAZAEDA	R	9/18/2025	145.00		315107		
	I-202509171946	JASMINE RODRIGUEZ	R	9/18/2025	75.00		315107		710.00
1158		DESOTO SIGN CO							
	I-6999	PLANNING	R	9/18/2025	686.00		315108		
	I-7023	PLANNING	R	9/18/2025	1,200.00		315108		
	I-7057	PLANNING	R	9/18/2025	92.00		315108		
	I-7110	PLANNING	R	9/18/2025	840.00		315108		2,818.00
6182		E & N DISTRIBUTING, INC							
	I-54130	PSD	R	9/18/2025	434.85		315109		
	I-54764	PSD	R	9/18/2025	1,175.90		315109		1,610.75
2008		ESRI, INC.							
	I-900095810	145740	R	9/18/2025	1,750.00		315110		1,750.00
1494		FAPAA							
	I-200000257	EUTHANASIA CLASS	R	9/18/2025	260.00		315111		
	I-202509171944	2025 AGENCY MEMBERSHIP	R	9/18/2025	168.00		315111		428.00
6011		FIRE-TEC 1							
	I-2509151	PSD	R	9/18/2025	2,911.20		315112		2,911.20

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1918		FPL-ASSIST							
	I-202509171939	FPL CRISES ASSIST 9/1-9/15	R	9/18/2025	2,537.57		315113		2,537.57
5799		FRED FOX ENTERPRISES, INC							
	I-MT0415	CDBG MIT ADMIN MT041	R	9/18/2025	16,800.00		315114		16,800.00
5851		GREEN LINE MOWERS LLC							
	I-INV268	ST AUGUSTINE GRASS	R	9/18/2025	Reissue		315115		175.00
6033		HD SUPPLY FACILITIES MAINTENAN							
	I-891006785	952502	R	9/18/2025	612.99		315116		612.99
1		HUMANA							
	I-596000579	CINDY JOHNSON	R	9/18/2025	441.41		315117		441.41
1		Jennifer Owens							
	I-202509181947	TRAP REFUND	R	9/18/2025	20.00		315118		20.00
1718		KELLY TRACTOR CO							
	I-P1030003555	2027350	R	9/18/2025	132.93		315119		132.93
0423		KNIGHT SUPPLY OF							
	I-98380	UTILITIES	R	9/18/2025	112.64		315120		112.64
2821		MADER ELECTRIC MOTORS, INC.							
	I-2877	UTILITIES	R	9/18/2025	828.00		315121		828.00
1		MELLON OVERPAYMENT RECOVE							
	I-109326680	1003	R	9/18/2025	675.00		315122		675.00
6195		MES SERVICE COMPANY LLC							
	I-IN2267373	C47712	R	9/18/2025	396.78		315123		396.78
5006		O'REILLY AUTO PARTS							
	I-5069178527	2907108	R	9/18/2025	54.00		315124		54.00
1182		OTHER SIDE SOD CO.. LLC							
	I-87159	ROAD & BRIDGE	R	9/18/2025	62.00		315125		
	I-87220	ROAD & BRIDGE	R	9/18/2025	62.00		315125		
	I-87381	ROAD & BRIDGE	R	9/18/2025	124.00		315125		248.00
6230		PCF&D							
	I-9485	ENGINEERING	R	9/18/2025	166.85		315126		166.85

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/09/2025 THRU 9/22/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1		PHAT CHOY INVESTMENT LLC							
	I-202509151928	2024	R	9/18/2025	28.80		315127		28.80
1		PHAT CHOY INVESTMENT LLC							
	I-202509151929	2023	R	9/18/2025	28.80		315128		28.80
1		PHAT CHOY INVESTMENT LLC							
	I-202509151930	2022	R	9/18/2025	28.80		315129		28.80
4771		RICOH USA, INC.							
	I-5071927502	3769473	R	9/18/2025	113.62		315130		113.62
5376		SANDERS LABORATORIES, INC.							
	I-83996	DESOTO WWTP	R	9/18/2025	83.00		315131		
	I-84049	DESOTO CO PUBLIC WATER SYSTEM	R	9/18/2025	60.00		315131		
	I-84050	DESOTO LAKE SUZY WTP	R	9/18/2025	48.00		315131		
	I-84122	DESOTO CORRECTIONAL WTP	R	9/18/2025	330.00		315131		
	I-84363	DESOTO WWTP	R	9/18/2025	83.00		315131		604.00
2940		SOUTHERN OXYGEN & WELDING SUPP							
	I-550963	DC4842	R	9/18/2025	816.65		315132		816.65
6090		SUPER T LLC							
	I-2465	PSD	R	9/18/2025	1,315.67		315133		1,315.67
1		SW Florida Spay Neuter Se							
	I-202509171945	VACC	R	9/18/2025	12.00		315134		12.00
4464		SYLVESTER EXCAVATING INC.							
	I-5801	UTILITIES	R	9/18/2025	3,000.00		315135		3,000.00
0310		TEN-8 FIRE EQUIPMENT INC							
	I-292	C00269	R	9/18/2025	1,400.00		315136		1,400.00
0697		THE SUN							
	I-3967431	379254	R	9/18/2025	363.00		315137		363.00
0697		THE SUN							
	I-3967639	379254	R	9/18/2025	290.40		315138		290.40
0697		THE SUN							
	I-3969692	379254	R	9/18/2025	290.40		315139		290.40

VENDOR SET: 01 Desoto County
BANK: APBK POOLED CASH ACCOUNT
DATE RANGE: 9/09/2025 THRU 9/22/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3175		TOSHIBA AMERICA BUSINESS SOLUT							
	I-5035687929	450-0112216-006	R	9/18/2025	157.42		315140		157.42
4314		UNITED HEALTHCARE INSURANCE CO							
	I-202509171943	RETIREE MEDICARE AARP SEPT 202	R	9/18/2025	8,214.13		315141		8,214.13
5756		VAULT HEALTH							
	I-FL00353714	L234984	R	9/18/2025	70.00		315142		
	I-FL00683714A	L23494	R	9/18/2025	35.00		315142		
	I-FL00683714AA	L23494	R	9/18/2025	743.00		315142		848.00
3708		VERIZON WIRELESS							
	I-6119266008	322824883-00001	R	9/18/2025	4,422.62		315143		
	I-6121761972	322824883-00001	R	9/18/2025	4,671.74		315143		9,094.36
5025		VISION ACE HARDWARE, LLC							
	I-400009	920174	R	9/18/2025	126.99		315148		126.99
5026		VISION ACE HARDWARE, LLC							
	I-399579	920175	R	9/18/2025	179.26		315149		179.26
5027		VISION ACE HARDWARE, LLC							
	I-399838	920161	R	9/18/2025	9.99		315150		
	I-399848	920161	R	9/18/2025	39.98		315150		
	I-400014	920161	R	9/18/2025	3.99		315150		53.96
5028		VISION ACE HARDWARE, LLC							
	I-399730	920171	R	9/18/2025	37.34		315151		
	I-399899	920171	R	9/18/2025	63.51		315151		100.85
5884		COREY KALMES							
	I-202509181949	TRAVEL VOUCHER	R	9/18/2025	104.00		315152		104.00
6158		MARLA GIBSON							
	I-202509181948	TRAVEL VOUCHER	R	9/18/2025	104.00		315153		104.00

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	140		315,781.02	0.00	315,956.02
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	4		71,445.84	0.00	71,445.84
EFT:	43		1,074,671.10	0.00	1,074,671.10
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	1	VOID DEBITS 175.00			
		VOID CREDITS 175.00CR	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APBK TOTALS:	188	1,462,072.96	0.00	1,462,072.96
BANK: APBK TOTALS:	188	1,462,072.96	0.00	1,462,072.96

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 9/09/2025 THRU 9/22/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0006		VALIC RETIREMENT SERVICES							
	I-DC3202509101913	DEFERRED COMP/VALIC	D	9/12/2025	750.00		004774		750.00
0017		DEPARTMENT OF TREASURY							
	I-T1 202509101913	FEDERAL WITHHOLDING	D	9/12/2025	18,889.10		004775		
	I-T3 202509101913	FICA WITHHOLDING	D	9/12/2025	26,514.94		004775		
	I-T4 202509101913	MEDICARE WITHHOLDING	D	9/12/2025	6,201.02		004775		51,605.06
1288		DESOTO CO BOCC PAYROLL ACCOUNT							
	I-001202509101913	PAYROLL REIMBURSEMENT	D	9/12/2025	52,320.74		004776		
	I-102202509101913	PAYROLL REIMBURSEMENT	D	9/12/2025	20,708.06		004776		
	I-105202509101913	PAYROLL REIMBURSEMENT	D	9/12/2025	6,111.14		004776		
	I-106202509101913	PAYROLL REIMBURSEMENT	D	9/12/2025	69,170.51		004776		
	I-134202509101913	PAYROLL REIMBRSEMENT	D	9/12/2025	2,318.59		004776		
	I-150202509101913	PAYROLL REIMBURSEMENT	D	9/12/2025	320.35		004776		
	I-190202509101913	PAYROLL REIMBURSEMENT	D	9/12/2025	555.39		004776		
	I-400202509101913	PAYROLL REIMBURSEMENT	D	9/12/2025	5,357.82		004776		
	I-410202509101913	PAYROLL REIMBURSEMENT	D	9/12/2025	9,258.15		004776		166,120.75
3004		ICMA-RC							
	I-DC4202509101913	ICMA-RC FLAT AMOUNT	D	9/12/2025	175.00		004777		175.00
3125		EXPERTPAY							
	I-C08202509101913	REMIT ID#0150000117DR14	D	9/12/2025	48.23		004778		
	I-C55202509101913	CASE# 2013 DR 00069	D	9/12/2025	246.81		004778		
	I-C57202509101913	CASE# 2013 DR 00069	D	9/12/2025	5.25		004778		
	I-C76202509101913	CASE #142020DR000338	D	9/12/2025	43.10		004778		
	I-C78202509101913	CASE #180000456FC13	D	9/12/2025	99.58		004778		
	I-C83202509101913	#25180000130DR	D	9/12/2025	111.50		004778		
	I-C84202509101913	#58140005806CA	D	9/12/2025	64.96		004778		
	I-C85202509101913	#08240000906DR	D	9/12/2025	214.70		004778		
	I-C86202509101913	2024DR436	D	9/12/2025	65.57		004778		899.70
3756		NATIONWIDE RETIREMENT SOLUTION							
	I-DC2202509101913	DEFERRED COMP/NACO	D	9/12/2025	1,751.49		004779		1,751.49
4974		BOSTON MUTUAL LIFE INSURANCE C							
	I-LBA202509101913	EMPLOYEE PAID LIFE INS AFT TAX	D	9/12/2025	137.69		004780		137.69
0004		HARTFORD LIFE INSUR CO (EMPOWE							
	I-DC1202509101913	DEFERRED COMP/HARTFORD	D	9/15/2025	75.00		004781		75.00
0010		AFLAC							
	C-202509101921	AUGUST25 INS BENEFITS	R	9/11/2025	0.60CR		315001		
	I-LF1202507301712	AFLAC PRETAX	R	9/11/2025	577.71		315001		
	I-LF1202508041735	AFLAC PRETAX	R	9/11/2025	577.71		315001		
	I-LF1202508131775	AFLAC PRETAX	R	9/11/2025	577.71		315001		
	I-LF1202508201802	AFLAC PRETAX	R	9/11/2025	577.71		315001		

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 9/09/2025 THRU 9/22/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-LF2202507301712	AFLAC AFTER TAX	R	9/11/2025	310.66		315001		
	I-LF2202508041735	AFLAC AFTER TAX	R	9/11/2025	310.66		315001		
	I-LF2202508131775	AFLAC AFTER TAX	R	9/11/2025	310.66		315001		
	I-LF2202508201802	AFLAC AFTER TAX	R	9/11/2025	310.66		315001		3,552.88
0012		LIBERTY NATIONAL							
	C-202509101920	SEPTEMBER25 LIFE INS BEN	R	9/11/2025	0.32CR		315002		
	I-LF5202507301712	LIBERTY NATIONAL/BEFORE TAX	R	9/11/2025	387.86		315002		
	I-LF5202508041735	LIBERTY NATIONAL/BEFORE TAX	R	9/11/2025	387.86		315002		
	I-LF5202508131775	LIBERTY NATIONAL/BEFORE TAX	R	9/11/2025	387.86		315002		
	I-LF5202508201802	LIBERTY NATIONAL/BEFORE TAX	R	9/11/2025	387.86		315002		
	I-LF6202507301712	LIBERTY NATIONAL/AFTER TAX	R	9/11/2025	239.03		315002		
	I-LF6202508041735	LIBERTY NATIONAL/AFTER TAX	R	9/11/2025	239.03		315002		
	I-LF6202508131775	LIBERTY NATIONAL/AFTER TAX	R	9/11/2025	239.03		315002		
	I-LF6202508201802	LIBERTY NATIONAL/AFTER TAX	R	9/11/2025	239.03		315002		2,507.24
5965		RICCO WASHBURN ESQ							
	I-G16202509041879	CASE #2018CC045	R	9/11/2025	100.00		315003		100.00
4610		THE STANDARD LIFE INSURANCE CO							
	I-202509101922	STANDARD LIFE INSURANCE	R	9/11/2025	283.75		315004		283.75
4983		WASHINGTON NATIONAL INS CO							
	I-202509101919	AUGUST 2025 INS BENEFITS	R	9/11/2025	48.66		315005		
	I-LF8202507301712	WASHINGTON NATIONAL INSURANCE	R	9/11/2025	916.57		315005		
	I-LF8202508041735	WASHINGTON NATIONAL INSURANCE	R	9/11/2025	988.25		315005		
	I-LF8202508131775	WASHINGTON NATIONAL INSURANCE	R	9/11/2025	337.10		315005		
	I-LF8202508201802	WASHINGTON NATIONAL INSURANCE	R	9/11/2025	577.19		315005		2,867.77
4610		THE STANDARD LIFE INSURANCE CO							
	C-202509101923	STANDARD LIFE INSURANCE	R	9/11/2025	75.30CR		315006		
	I-L11202507301712	EMPLOYEE PAID LIFE INS AFT TAX	R	9/11/2025	735.92		315006		
	I-L11202508041735	EMPLOYEE PAID LIFE INS AFT TAX	R	9/11/2025	738.92		315006		
	I-L11202508131775	EMPLOYEE PAID LIFE INS AFT TAX	R	9/11/2025	737.42		315006		
	I-L11202508201802	EMPLOYEE PAID LIFE INS AFT TAX	R	9/11/2025	737.42		315006		
	I-LSI202507301712	COUNTY PAID LIFE INSURANCE	R	9/11/2025	667.59		315006		
	I-LSI202508041735	COUNTY PAID LIFE INSURANCE	R	9/11/2025	689.43		315006		
	I-LSI202508131775	COUNTY PAID LIFE INSURANCE	R	9/11/2025	678.65		315006		
	I-LSI202508201802	COUNTY PAID LIFE INSURANCE	R	9/11/2025	675.01		315006		5,585.06
5965		RICCO WASHBURN ESQ							
	I-G16202509101913	CASE #2018CC045	R	9/18/2025	100.00		315093		100.00

VENDOR SET: 01 Desoto County
BANK: PYBK CONSOLIDATED ACCOUNT
DATE RANGE: 9/09/2025 THRU 9/22/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5965	RICCO WASHBURN ESQ							
I-G16202509171940	CASE #2018CC045	R	9/18/2025	100.00		315094		100.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	8			15,096.70	0.00	15,096.70
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	8			221,514.69	0.00	221,514.69
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: PYBK TOTALS:	16	236,611.39	0.00	236,611.39
BANK: PYBK TOTALS:	16	236,611.39	0.00	236,611.39

VENDOR SET: 01 Desoto County
BANK: SHIP LOCAL HOUSING/ SHIP ACCT
DATE RANGE: 9/09/2025 THRU 9/22/2025

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0514		ARCADIA ABSTRACT & TITLE							
	I-202535013	CPRICE TITLE SEARCH	R	9/11/2025	150.00		001792		150.00
0514		ARCADIA ABSTRACT & TITLE							
	I-202535014	DWILLIAMS TITLE SEARCH	R	9/11/2025	150.00		001793		150.00
4899		NADIA DAUGHTREY, CLERK OF COUR							
	I-202509081896	A HERNANDEZ MORTGAGE & DPL REC	R	9/11/2025	149.50		001794		149.50
4899		NADIA DAUGHTREY, CLERK OF COUR							
	I-202509081897	NICHOLAS CALDWELL RECORDING	R	9/11/2025	210.00		001795		210.00
3064		WHITE SANDS CONSTRUCTION, INC							
	I-404	HEITMAN 3RD DRAW	R	9/11/2025	64,800.00		001796		64,800.00
4899		NADIA DAUGHTREY, CLERK OF COUR							
	I-202509121926	NICHOLAS CALDWELL RECORDINGS	R	9/12/2025	9.50		001797		9.50

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	6			65,469.00	0.00	65,469.00
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:	6	65,469.00	0.00	65,469.00
BANK: SHIP TOTALS:	6	65,469.00	0.00	65,469.00

VENDOR SET: 01 Desoto County
BANK: U-CAP UTILITIES CAPITAL-CONSOL
DATE RANGE: 9/09/2025 THRU 9/22/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4236	THE WEILER ENGINEERING CORPOR							
I-3287	24052.008	E	9/12/2025	915.00		006823		915.00

* * 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		915.00	0.00	915.00
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: U-CAP TOTALS:	1	915.00	0.00	915.00
BANK: U-CAP TOTALS:	1	915.00	0.00	915.00
REPORT TOTALS:	211	1,765,068.35	0.00	1,765,068.35

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 9/09/2025 THRU 9/22/2025
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS
SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

DeSoto County

10/14/2025

Item #: 20.

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

DEPARTMENT: Engineering
SUBMITTED BY: **Jill Kersey**
PRESENTED BY: **Michael Giardullo**

TITLE & DESCRIPTION:
Acceptance of Permanent Utilities Easement for Giuseppe's Brooklyn Oven

REQUESTED MOTION:
To accept the Permanent Utilities Easement granted by Hwy 17 Arcadia LLC for the County's roadside stormwater system constructed within private property.

SUMMARY:
The proposed easement allows the County to enter private property to inspect, maintain and repair stormwater piping. The grant of easement does not obligate the County to perform any maintenance or repairs.

BACKGROUND:
DeSoto County issued a Conditional Notice to Proceed for the Giuseppe's Brooklyn Oven project (SITE-0110-2024) on February 21, 2024. The applicant proposed rerouting a portion of the County's roadside drainage system onto their private property due to the proposed widening of Poydras Avenue. A condition on the Notice to Proceed requires the applicant to prepare a sketch and legal description. The applicant has provided the sketch and description which has been reviewed by the County. The County's Legal Department has prepared the easement instrument for acceptance by the BOCC followed by recording with the Clerk of Court.

FUNDS:
Budget Amount: **$0**
Actual Agenda Item: **N/A**
Cost: **$0**
Account Number: **N/A**
Explanation: **N/A**

Record and Return to:
DeSoto County Engineer
DeSoto County Board of County Commissioners
201 E. Oak Street, Suite 204
Arcadia, FL 34266

This Document Prepared By:

1500 Mahan Drive, Suite 200
Tallahassee, FL 32308

PERMANENT UTILITIES EASEMENT

THIS EASEMENT, made this 17th day of SEPTEMBER, 2025, by and between **HWY 17 ARCADIA LLC**, whose principal address is 3304 Dominica Court, Punta Gorda, Florida, hereinafter called Grantor, to **DESOTO COUNTY**, a political subdivision of the state of Florida, whose mailing address is 201 E. Oak Street, Suite 201, Arcadia Florida, its successors and assigns, hereinafter called Grantee: (Wherever used herein the terms Grantor and Grantee include all the parties to this instrument and the successors and assigns of organizations).

WITNESSETH, That the Grantor, for and in consideration of the sum of ten dollars ($10.00) and other valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a perpetual public easement for the construction, operation, and maintenance of utilities and related appurtenances including, without limitation, above ground and underground stormwater drainage utility system permitted by DeSoto County (all of which items to be located in the easement area being referred to as the facilities) upon, over, under and across the following described land (the easement area), situate, lying and being in DeSoto County, Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, remove and provide access and service to the facilities; (b) the right to decrease or increase, or to change the quantity and type of, the facilities; (c) the right to clear the easement area of the trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the facilities; and (d) the right to permit any other person or entity to attach pipes, lines, or wires to such facilities within the easement area; and (e) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation and maintenance of the facilities and for the enjoyment and use of the easement for the purposes described above. No buildings, structures, or obstacles are permitted within the easement area. Nothing contained herein shall be construed to impose upon the Grantee any duty or obligation to exercise the rights granted under this Easement. The rights granted are permissive in nature only, and the decision whether, when, and how to exercise such rights shall be in the sole discretion of the Grantee.

AND Grantor covenants that it is authorized to execute this easement.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns

forever, and the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.

SUBJECT, HOWEVER to any Easements and Restrictions of record.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

GRANTOR

WITNESS:

Print Name: JOHN RAULERSON
Address: 10 S DESOTO AVE ARCADIA FL

By: GARY L. GROSSMAN
Its: MANAGING MEMBER

Print Name: Brittany Leon
Address: 10 S Desoto Ave Arcadia FL

STATE OF florida
COUNTY OF DeSoto

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, 17 day of Sept, 2025 by GARY L. GROSSMAN as MANAGING MEMBER on behalf of HIGHWAY 17 ARCADIA, LLC who is personally known to me or who has produced Drivers License as identification.

Notary Public
Printed Name: Brittany Leon
License No: HH599539
Expiration Date: 10/02/2028

(Notary Stamp)

BRITTANY LEON
Notary Public, State of Florida
Commission# HH 599539
My comm. expires Oct. 02, 2028

LEGAL DESCRIPTION AND SKETCH:

LEGAL DESCRIPTION:

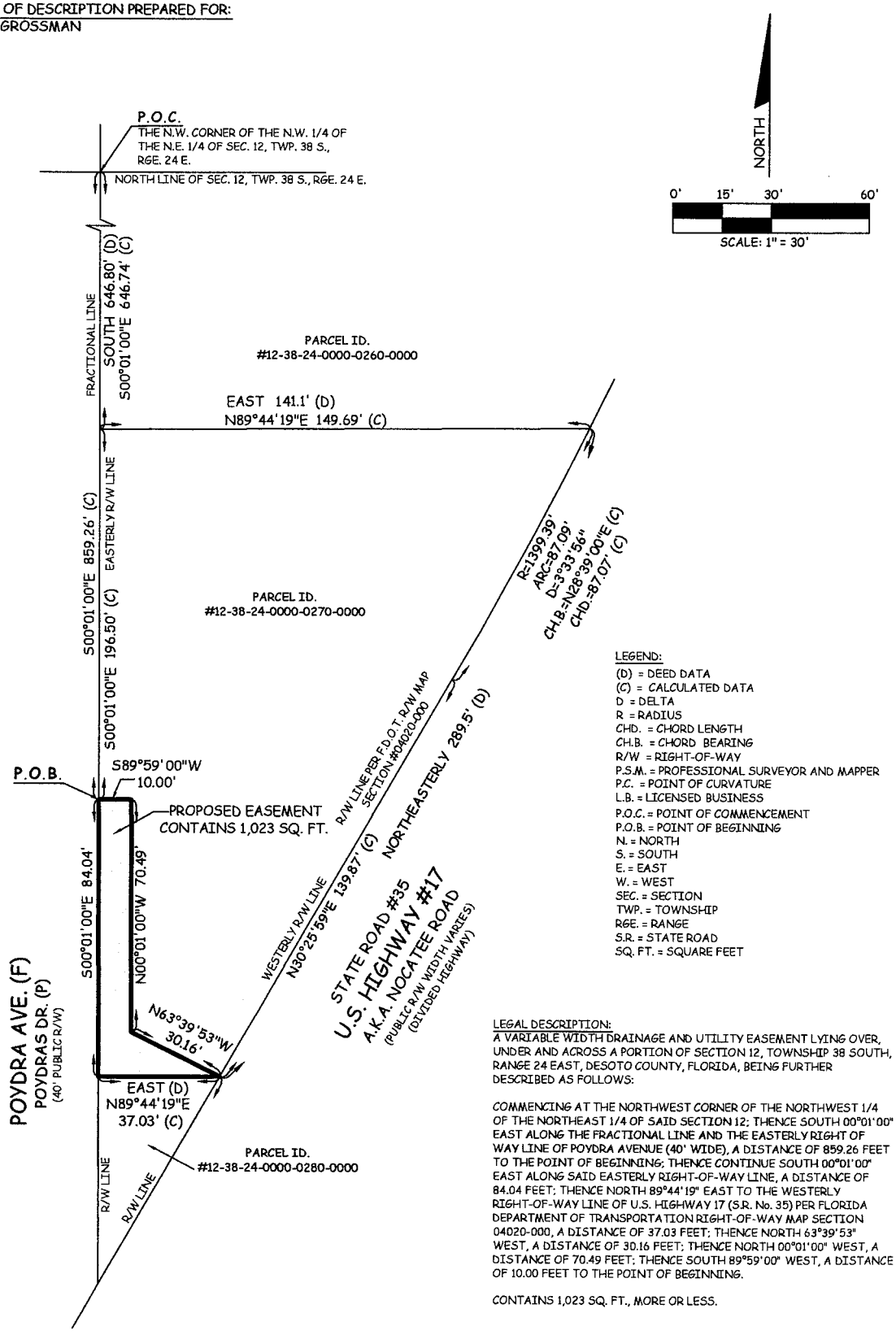
A VARIABLE WIDTH DRAINAGE AND UTILITY EASEMENT LYING OVER, UNDER AND ACROSS A PORTION OF SECTION 12, TOWNSHIP 38 SOUTH, RANGE 24 EAST, DESOTO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE SOUTH 00°01'00" EAST ALONG THE FRACTIONAL LINE AND THE EASTERLY RIGHT OF WAY LINE OF POYDRA AVENUE (40' WIDE), A DISTANCE OF 859.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°01'00" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 84.04 FEET; THENCE NORTH 89°44'19" EAST TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 17 (S.R. No. 35) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 04020-000, A DISTANCE OF 37.03 FEET; THENCE NORTH 63°39'53" WEST, A DISTANCE OF 30.16 FEET; THENCE NORTH 00°01'00" WEST, A DISTANCE OF 70.49 FEET; THENCE SOUTH 89°59'00" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,023 SQ. FT., MORE OR LESS.

SKETCH ON PAGE TO FOLLOW:

SKETCH OF DESCRIPTION PREPARED FOR:
GARY L. GROSSMAN



LEGEND:
(D) = DEED DATA
(C) = CALCULATED DATA
D = DELTA
R = RADIUS
CHD. = CHORD LENGTH
CH.B. = CHORD BEARING
R/W = RIGHT-OF-WAY
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
P.C. = POINT OF CURVATURE
L.B. = LICENSED BUSINESS
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
N. = NORTH
S. = SOUTH
E. = EAST
W. = WEST
SEC. = SECTION
TWP. = TOWNSHIP
RGE. = RANGE
S.R. = STATE ROAD
SQ. FT. = SQUARE FEET

LEGAL DESCRIPTION:
A VARIABLE WIDTH DRAINAGE AND UTILITY EASEMENT LYING OVER, UNDER AND ACROSS A PORTION OF SECTION 12, TOWNSHIP 38 SOUTH, RANGE 24 EAST, DESOTO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

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CONTAINS 1,023 SQ. FT., MORE OR LESS.

Gen3
LAND SURVEYING INC.
17840 TOLEDO BLADE BLVD, SUITE B, PORT CHARLOTTE, FL, 33948
INFO@GEN3SURVEY.COM
(941)-629-6801 L.B. # 8460

SURVEYOR'S NOTATIONS:
1) THIS IS NOT A BOUNDARY SURVEY.
2) BEARINGS ARE BASED ON DEED DATA.
3) DISTANCES ARE EXPRESSED IN DECIMAL FEET.

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE "STANDARDS OF PRACTICE FOR SURVEYS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

R.J. Strickland, Jr.
P.S.M. Florida
Registration #6144

Digitally signed by R.J. Strickland, Jr., P.S.M. Florida
Registration #6144
Date: 2025.08.26 13:26:01 -04'00'

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

25-872

Record, Return, and Prepared by:
DeSoto County Engineer
DeSoto County Board of County Commissioners
201 E. Oak Street, Suite 2204
Arcadia, FL 34266

AFFIDAVIT

Legal description of Property relevant to this Affidavit:

A VARIABLE WIDTH DRAINAGE AND UTILITY EASEMENT LYING OVER, UNDER AND ACROSS A PORTION OF SECTION 12, TOWNSHIP 38 SOUTH, RANGE 24 EAST, DESOTO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE SOUTH 00°01'00" EAST ALONG THE FRACTIONAL LINE AND THE EASTERLY RIGHT OF WAY LINE OF POYDRA AVENUE (40' WIDE), A DISTANCE OF 859.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°01'00" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 84.04 FEET; THENCE NORTH 89°44'19" EAST TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 17 (S.R. No. 35) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 04020-000, A DISTANCE OF 37.03 FEET; THENCE NORTH 63°39'53" WEST, A DISTANCE OF 30.16 FEET; THENCE NORTH 00°01'00" WEST, A DISTANCE OF 70.49 FEET; THENCE SOUTH 89°59'00" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,023 SQ. FT., MORE OR LESS.

BEFORE ME, the undersigned authority, on 17th **day of** SEPTEMBER **, 2025,** personally appeared **Gary L. Grossman as managing Member of HWY 17 ARCADIA LLC,** who by me, being first duly cautioned and sworn, deposes and says:

1. I, **Gary L. Grossman**, hereby warrant and certify that I am the current **Managing Member]** of **HWY 17 ARCADIA LLC,** a **Florida Limited Liability Company**, and that I have the full power and authority to execute any/all documents on behalf of the **HWY 17 ARCADIA LLC**.

2. I, **Gary L. Grossman**, hereby warrant and certify that **HWY 17 ARCADIA LLC** is active and in good standing with the state of **Florida.**

3. This Affidavit is given to induce the **DeSoto County**, to accept the Permanent Utility Easement.

FURTHER AFFIANT SAYETH NAUGHT

Gary L. Grossman

State of **Florida**
County of **Desoto**

Sworn to and subscribed before me by means of [ ] physical presence , this 17th day of September, 2025 by **Gary L. Grossman on behalf of Hwy 17 Arcadia, LLC** who is personally known to me or who has produced (Pennsylvania Drivers License 196 907 685) which expires 1/14/2028 Driver's License as identification.

Notary Public Signature
Notary Public Printed Brittany Leon My Commission Expires 10/02/2028

BRITTANY LEON
Notary Public, State of Florida
Commission# HH 599539
My comm. expires Oct. 02, 2028

Notary Seal:

DeSoto County

10/14/2025

Item #: 21.

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

DEPARTMENT: Engineering
SUBMITTED BY: **Megan Deuchar**
PRESENTED BY: **Michael Giardullo**

TITLE & DESCRIPTION:
Resolution / Agreement / FDOT SCOP NE Bishop Street Road Improvements

REQUESTED MOTION:
Adopt the Resolution and Agreement acknowledging and accepting FDOT SCOP Agreement FP# 448768-1-54-01 for NE Bishop Street.

SUMMARY:
Staff requests acknowledgement and acceptance of the FDOT SCOP Agreement FP# 448768-1-54-01 for the design, construction, and CEI services for NE Bishop Street.

BACKGROUND:
In Fiscal Year 25/26, the Florida Department of Transportation programmed $1,285,132.00 in Small County Outreach Program (SCOP) funds for the design, construction, and construction engineering & inspection (CEI) services for FP# 448768-1-54-01. This project consists of the repaving and improvement of NE Bishop Street from NE Masters Avenue to NE Cubitis Avenue.

FUNDS:
Budget Amount: **$1,285,132.00**
Actual Agenda Item: **$1,285,132.00**
Cost: **N/A**
Account Number: **304-60555416300768**
Explanation: **FDOT Reimbursement**

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2025 –

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, APPROVING AN AGREEMENT BY AND BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, HEREINAFTER THE "DEPARTMENT", AND DESOTO COUNTY, HEREINAFTER THE "COUNTY", FOR THE DEPARTMENT TO PROVIDE FUNDS TO THE COUNTY UNDER SECTION 339.2818, FLORIDA STATUTES FOR DESIGN, CONSTRUCTION AND CONSTRUCTION, ENGINEERING AND INSPECTION SERVICES OF N.E. BISHOP STREET FROM N.E. MASTERS AVENUE TO N.E. CUBITIS AVENUE FUNDED THROUGH THE SMALL COUNTY OUTREACH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the DEPARTMENT is empowered by legislative authority under Section 339.2818, Florida Statutes; and

WHEREAS, the COUNTY is authorized to design and construct the repaving and improvement of N.E. Bishop Street, hereinafter referred to as the PROJECT; and

WHEREAS, the DEPARTMENT allocated funding for Design, Construction and Construction, Engineering and Inspection Services in the amount of $1,285,132.00; and for construction to be completed by June 30, 2031; and

WHEREAS, the Board finds adoption of this resolution is in the best interest of the residents of DeSoto County, Florida.

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

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated by reference as part of this Resolution.

Section 2. That the COUNTY shall furnish the services to complete and construct the PROJECT.

Section 3. That the COUNTY shall be responsible for the PROJECT in accordance with all applicable federal, state, and local statutes, rules and regulations, including COUNTY standards and specifications.

Section 4. That the DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT.

Section 5. That the DEPARTMENT must approve any Consultant and/ Contractor Scope of Services prior to advertising by the COUNTY. The DEPARTMENT approval must be obtained before selection of any Consultant and/or Contractor for the PROJECT. The COUNTY must certify that the Consultant has been selected in accordance with the Consultant's Competitive Negotiation Act. Contractor must be prequalified by the DEPARTMENT as required.

Section 6. That the Board approved and authorize the Chairman to sign the Small County Outreach Program Agreement attached hereto and designated as **FPN: 448768-1-54-01**.

Section 7. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the COUNTY'S standards and specifications.

Section 8. It is understood and agreed to by the COUNTY that upon completion of the construction, the COUNTY shall be responsible for maintenance of the PROJECT.

Section 9. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2025

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

_____
MANDY J. HINES
COUNTY ADMINISTRATOR

By: _____
J.C. DERISO
CHAIRMAN

Approved as to form and legal sufficiency:

_____
VALERIE VICENTE
COUNTY ATTORNEY

Docusign Envelope ID: 81D2A00D-E774-4B98-9ACE-5F3D63B49288

STATE-FUNDED GRANT AGREEMENT

FPN: 448768-1-54-01	Fund: SCWR/SCRA	FLAIR Category:
	Org Code: 55014010106	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 04	Contract No:	Vendor No: GH9DBEQV5KK3

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Desoto County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
   - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert ALN Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction, and construction engineering inspection of the repaving and improving of NE Bishop Street from NE Masters Avenue to NE Cubitis Avenue, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 06/30/2031. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $1,285,132.00 (One Million Two Hundred Eighty-Five Thousand One Hundred Thirty-Two Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $1,285,132.00 (One Million Two Hundred Eighty-Five Thousand One Hundred Thirty-Two Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

      ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days

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from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal

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years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of

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Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

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Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

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a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be

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added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

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16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT DESOTO COUNTY

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Legal Review:

By: _____ DS

Name: _____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 448768-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Desoto County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.874 Miles / 2.424 to 3.298

PROJECT DESCRIPTION:

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the Desoto County in connection the design, construction, and construction engineering inspection of the repaving and improving of NE Bishop Street from NE Masters Avenue to NE Cubitis Avenue, approximately 4615 feet. Associated safety and drainage improvments will also be addressed, as appropriate. The services performed shall be in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways and applicable County manuals, guidelines and specifications. The general objective is for the County to provide contract administration, management services, construction engineering inspection services, and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the resurfacing and associated improvements.

Specifically and non inclusive the following are included in the Scope of Services:

1. Milling and Resurfacing or Overlaying the existing travel lanes.
2. Maintain existing traffic during the entire construction period.
3. Construct or Reconstruct, as appropriate, sideroad and driveway turnouts.
4. Maintain and/or upgrade the safety of the project by protecting roadside hazards when appropriate.
5. Obtain a minimum pavement design, for resurfacing design, include minimum milling depth.
6. Provide for the preparation of the Roadway plans package. This work effort includes roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic control plans, enviromental permits and other necessary documents.
7. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. where unavoidable, disposition of utility conflicts should be coordinated.
8. A Professional Engineer, registered in the State of Florida in the responsible charge of the projects design shall profesionally endorse (sign, seal, certify) the record plans, the special provisions and all reference and support documents.
9. Assure all surveying and mapping products and services comply with pertinent Florida Statues and the Florida Administrative Code.
10. Identifying and obtaining any geotechinical investigation, analysis, and desgin dictated by the project needs.
11. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.

12. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.
13. Provide, upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed by Decemeber 31, 2027
b) Right-of-Way to be certified by December 31, 2027
c) Construction contract to be let by June 30, 2029
d) Construction to be completed by June 30, 2031

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	**FINANCIAL PROJECT NUMBER:**
Desoto County 201 E Oak Street Suite 203 Arcadia, FL 34266	448768-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2026**	Maximum Department Participation (SCWR)	$839,498.00	$	$839,498.00	☐ In-Kind ☐ Cash
FY: **2026**	Maximum Department Participation (SCRA)	$445,634.00	$	$445,634.00	☐ In-Kind ☐ Cash
	Total Construction Cost	$1,285,132.00 100.00%	$ 0.00 %	$1,285,132.00 100.00%	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$1,285,132.00	$ 0.00	$1,285,132.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Randolph
District Grant Manager Name

09/22/2025 | 3:18 PM EDT
Signature Date

Docusign Envelope ID: 81D2A00D-E774-4B98-9ACE-5F3D63B49288

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and HIGHLANDS COUNTY

PROJECT DESCRIPTION: NE Bishop St from NE Masters Ave to NE Cubitis Ave

FPID#: 448768-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

Docusign Envelope ID: 81D2A00D-E774-4B98-9ACE-5F3D63B49288

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

Docusign Envelope ID: 81D2A00D-E774-4B98-9ACE-5F3D63B49288

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

---

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

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EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☒ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☐ Insert Program Name, Insert ALN Number

***Award Amount:** $1,285,132.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

DeSoto County

10/14/2025

Item #: 22.

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

DEPARTMENT: Engineering
SUBMITTED BY: **Megan Deuchar**
PRESENTED BY: **Michael Giardullo**

TITLE & DESCRIPTION:
Resolution / Agreement / FDOT SCRAP NW Lily Avenue Road Improvements

REQUESTED MOTION:
Adopt the Resolution and Agreement acknowledging and accepting FDOT SCRAP Agreement FP# 448765-1-54-01 for NW Lily Avenue.

SUMMARY:
Staff requests acknowledgement and acceptance of the FDOT SCRAP Agreement FP# 448765-1-54-01 for the design, construction, and CEI services for NW Lily Avenue.

BACKGROUND:
In Fiscal Year 25/26, the Florida Department of Transportation programmed $4,099,821.00 in Small County Road Assistance Program (SCRAP) funds for the design, construction, and construction engineering & inspection (CEI) services for FP# 448765-1-54-01. This project consists of the repaving and improvement of NW Lily Avenue from SR 70 to the Hardee County Line.

FUNDS:
Budget Amount: **$4,099,821.00**
Actual Agenda Item: **$4,099,821.00**
Cost: **N/A**
Account Number: **304-60555416300765**
Explanation: **FDOT Reimbursement**

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2025 –

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, APPROVING AN AGREEMENT BY AND BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, HEREINAFTER THE "DEPARTMENT", AND DESOTO COUNTY, HEREINAFTER THE "COUNTY", FOR THE DEPARTMENT TO PROVIDE FUNDS TO THE COUNTY UNDER SECTION 339.2816, FLORIDA STATUTES FOR DESIGN, CONSTRUCTION AND CONSTRUCTION, ENGINEERING AND INSPECTION SERVICES OF N.W. LILY AVENUE FROM SR 70 TO THE HARDEE COUNTY LINE FUNDED THROUGH THE SMALL COUNTY ROAD ASSISTANCE PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the DEPARTMENT is empowered by legislative authority under Section 339.2816, Florida Statutes; and

WHEREAS, the COUNTY is authorized to design and construct the repaving and improvement of N.W. Lily Avenue, hereinafter referred to as the PROJECT; and

WHEREAS, the DEPARTMENT allocated funding for Design, Construction and Construction, Engineering and Inspection Services in the amount of $4,099,821.00; and for construction to be completed by June 30, 2031; and

WHEREAS, the Board finds adoption of this resolution is in the best interest of the residents of DeSoto County, Florida.

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

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated by reference as part of this Resolution.

Section 2. That the COUNTY shall furnish the services to complete and construct the PROJECT.

Section 3. That the COUNTY shall be responsible for the PROJECT in accordance with all applicable federal, state, and local statutes, rules and regulations, including COUNTY standards and specifications.

Section 4. That the DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT.

Section 5. That the DEPARTMENT must approve any Consultant and/ Contractor Scope of Services prior to advertising by the COUNTY. The DEPARTMENT approval must be obtained before selection of any Consultant and/or Contractor for the PROJECT. The COUNTY must certify that the Consultant has been selected in accordance with the Consultant's Competitive Negotiation Act. Contractor must be prequalified by the DEPARTMENT as required.

Section 6. That the Board approved and authorize the Chairman to sign the Small County Road Assistance Program Agreement attached hereto and designated as **FPN: 448765-1-54-01**.

Section 7. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the COUNTY'S standards and specifications.

Section 8. It is understood and agreed to by the COUNTY that upon completion of the construction, the COUNTY shall be responsible for maintenance of the PROJECT.

Section 9. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2025

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

_____
MANDY J. HINES
COUNTY ADMINISTRATOR

By: _____
J.C. DERISO
CHAIRMAN

Approved as to form and legal sufficiency:

_____
VALERIE VICENTE
COUNTY ATTORNEY

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STATE-FUNDED GRANT AGREEMENT

FPN: 448765-1-54-01	Fund: SCRA	FLAIR Category:
	Org Code: 55014010106	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 04	Contract No:	Vendor No: GH9DBEQV5KK3

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Desoto County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
   - ☒ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert ALN Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction, and construction engineering inspection of the repaving and improving of NW Lily Avenue from SR 70 to Hardee County Line, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 06/30/2031. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

    a. The estimated cost of the Project is $4,099,821.00 (Four Million Ninety-Nine Thousand Eight Hundred Twenty-One Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $4,099,821.00 (Four Million Ninety-Nine Thousand Eight Hundred Twenty-One Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

    c. The Department's participation in eligible Project costs is subject to, but not limited to:

        i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

        ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days

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from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal

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years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of

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Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

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Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

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a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be

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added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

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16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT DESOTO COUNTY

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Legal Review:

By: _____ DS

Name: _____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 448765-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Desoto County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 5.57 Miles

PROJECT DESCRIPTION:

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the Desoto County in connection the design, construction, and construction engineering inspection of the repaving and improving of NW Lily Avenue from SR 70 to Hardee County Line, approximately 29,410 feet. Associated safety and drainage improvments will also be addressed, as appropriate. The services performed shall be in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways and applicable County manuals, guidelines and specifications. The general objective is for the County to provide contract administration, management services, construction engineering inspection services, and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the resurfacing and associated improvements.

Specifically and non inclusive the following are included in the Scope of Services:

1. Milling and Resurfacing or Overlaying the existing travel lanes.
2. Maintain existing traffic during the entire construction period.
3. Construct or Reconstruct, as appropriate, sideroad and driveway turnouts.
4. Maintain and/or upgrade the safety of the project by protecting roadside hazards when appropriate.
5. Obtain a minimum pavement design, for resurfacing design, include minimum milling depth.
6. Provide for the preparation of the Roadway plans package. This work effort includes roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic control plans, enviromental permits and other necessary documents.
7. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. where unavoidable, disposition of utility conflicts should be coordinated.
8. A Professional Engineer, registered in the State of Florida in the responsible charge of the projects design shall profesionally endorse (sign, seal, certify) the record plans, the special provisions and all reference and support documents.
9. Assure all surveying and mapping products and services comply with pertinent Florida Statues and the Florida Administrative Code.
10. Identifying and obtaining any geotechinical investigation, analysis, and desgin dictated by the project needs.
11. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.

12. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.
13. Provide, upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed by Decemeber 31, 2027
b) Right-of-Way to be certified by December 31, 2027
c) Construction contract to be let by June 30, 2029
d) Construction to be completed by June 30, 2031

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Desoto County 201 E Oak Street Suite 203 Arcadia, FL 34266	448765-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2026**	Maximum Department Participation (SCRA)	$4,099,821.00	$	$4,099,821.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$4,099,821.00 100.00%	$ 0.00 %	$4,099,821.00 100.00%	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$4,099,821.00	$ 0.00	$4,099,821.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Randolph
District Grant Manager Name

DocuSigned by:
Holly Randolph
133936697A4144B...
09/22/2025 | 1:49 PM EDT

Signature Date

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EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and HIGHLANDS COUNTY

PROJECT DESCRIPTION: NW Lily Ave Improvements from SR 70 to Hardee County Line

FPID#: 448765-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

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EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☐ Small County Outreach Program (SCOP), (ALN 55.009)
- ☒ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☐ Insert Program Name, Insert ALN Number

***Award Amount:** $4,099,821.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

DeSoto County

10/14/2025

Item #: 23.

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

DEPARTMENT: Planning & Zoning
SUBMITTED BY: **Laura McClelland**
PRESENTED BY: **Valerie Vicente**

TITLE & DESCRIPTION:
Applicant's request to reschedule the public hearing on the PUD Rezoning for Liverpool (RZNE-0061-2024)

REQUESTED MOTION:
Motion to reschedule the public hearing on the PUD Rezoning for Liverpool from October 28, 2025, to the May 2026 Board of County Commissioners meeting and to advertise accordingly.

SUMMARY:
Applicant's request to reschedule the public hearing on the PUD Rezoning for Liverpool (RZNE-0061-2024) from 10/28/25 at 6:30pm to the May 2026 Board of County Commissioners meeting, and to advertise accordingly.

BACKGROUND:
An initial hearing on the application for Liverpool PUD Rezoning (RZNE-0061-2024) was held on September 23, 2025. The applicant requested that the matter be tabled until the October 28, 2025, Board of County Commissioners meeting. By way of correspondence dated October 2, 2025, and attached to the agenda, the applicant requested a 6-month continuance of the hearing for the reasons set forth in said correspondence. If the request is granted, the matter will be rescheduled for a Board of County Commissioners meeting in May 2026 and will be readvertised accordingly.

PAVESE LAW FIRM
est. 1949

NEALE MONTGOMERY
Partner
Direct dial: (239) 336-6235
Email: NealeMontgomery@PaveseLaw.com

1833 Hendry Street, Fort Myers, Florida 33901 | P.O. Box 1507, Fort Myers, Florida 33902 | (239) 334-2195 | Fax (239) 332-2243

October 2, 2025

Valerie Vicente, Esquire
Nabors Giblin & Nickerson
8201 Peters Road, Suite 1000
Plantation, FL 33324

Via Email: vvicente@ngnlaw.com

RE: Robert M. & Barbara G. Tiffany Co. Trs. (Liverpool PUD)
GS 2025-08-22 RZNE-0061-2024

Dear Ms. Vicente:

A hearing on this application was held on September 23, 2025. The applicant requested that the matter be tabled until the October 28, 2025, Board of County Commissioners meeting. There were several reasons for the request. One reason for the request for more time was to provide time to coordinate with the railroad. It is clear that the coordination with the railroad will only take place in response to an application, with an application fee of approximately $8,300^{00}$. Based on the commitment to the Board, the applicant is going to file the application with the railroad to determine whether a crossing can occur and if so, what improvements will be required to enable the crossing. The residents requested a meeting with the applicant. The applicant's representatives have been coordinating with the neighbors in an effort to schedule a meeting. The applicant envisions that more than one meeting may be necessary to fully understand and discuss the concerns. There was considerable discussion about the Liverpool Road SR 17 interface. The applicant has reached out to FDOT. It is clear that no definitive information from FDOT will be available by the October 28, 2025 date.

The applicant committed to pursue the issues raised by the Board and the public when the applicant's representative asked for the matter to be tabled. The applicant would like adequate time to obtain the answers to the major questions posed by the public and the Board of County Commissioners and would therefore ask for a six-month continuance to a date certain. The applicant does not want to withdraw the application because the effort they are about to undertake is based on the communication and directives in response to the pending application. The applicant has spent considerable time and money to get to this point. Plus, the applicant continues to spend the $17,000^{00}$ a month utility fee. Thus, time is a concern to the applicant. The applicant is asking for the six-month continuance to ensure that there are definitive answers to the issues raised at the hearing.

Your consideration of this matter is greatly appreciated.

Sincerely,

Neale Montgomery

NM/llp
cc: Mandy Hines

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STATE-FUNDED GRANT AGREEMENT

FPN: 448765-1-54-01	Fund: SCRA	FLAIR Category:
	Org Code: 55014010106	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 04	Contract No:	Vendor No: GH9DBEQV5KK3

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Desoto County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
   - ☒ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert ALN Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction, and construction engineering inspection of the repaving and improving of NW Lily Avenue from SR 70 to Hardee County Line, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 06/30/2031. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

    a. The estimated cost of the Project is $4,099,821.00 (Four Million Ninety-Nine Thousand Eight Hundred Twenty-One Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $4,099,821.00 (Four Million Ninety-Nine Thousand Eight Hundred Twenty-One Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

    c. The Department's participation in eligible Project costs is subject to, but not limited to:

        i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

        ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days

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from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal

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years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of

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Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

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Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

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a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be

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added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

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16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT DESOTO COUNTY

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Legal Review:

By: _____ DS

Name: _____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 448765-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Desoto County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 5.57 Miles

PROJECT DESCRIPTION:

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the Desoto County in connection the design, construction, and construction engineering inspection of the repaving and improving of NW Lily Avenue from SR 70 to Hardee County Line, approximately 29,410 feet. Associated safety and drainage improvments will also be addressed, as appropriate. The services performed shall be in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways and applicable County manuals, guidelines and specifications. The general objective is for the County to provide contract administration, management services, construction engineering inspection services, and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the resurfacing and associated improvements.

Specifically and non inclusive the following are included in the Scope of Services:

1. Milling and Resurfacing or Overlaying the existing travel lanes.
2. Maintain existing traffic during the entire construction period.
3. Construct or Reconstruct, as appropriate, sideroad and driveway turnouts.
4. Maintain and/or upgrade the safety of the project by protecting roadside hazards when appropriate.
5. Obtain a minimum pavement design, for resurfacing design, include minimum milling depth.
6. Provide for the preparation of the Roadway plans package. This work effort includes roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic control plans, enviromental permits and other necessary documents.
7. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. where unavoidable, disposition of utility conflicts should be coordinated.
8. A Professional Engineer, registered in the State of Florida in the responsible charge of the projects design shall profesionally endorse (sign, seal, certify) the record plans, the special provisions and all reference and support documents.
9. Assure all surveying and mapping products and services comply with pertinent Florida Statues and the Florida Administrative Code.
10. Identifying and obtaining any geotechinical investigation, analysis, and desgin dictated by the project needs.
11. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.

12. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.
13. Provide, upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed by Decemeber 31, 2027
b) Right-of-Way to be certified by December 31, 2027
c) Construction contract to be let by June 30, 2029
d) Construction to be completed by June 30, 2031

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Desoto County 201 E Oak Street Suite 203 Arcadia, FL 34266	448765-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2026**	Maximum Department Participation (SCRA)	$4,099,821.00	$	$4,099,821.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$4,099,821.00 100.00%	$ 0.00 %	$4,099,821.00 100.00%	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$4,099,821.00	$ 0.00	$4,099,821.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Randolph
District Grant Manager Name

DocuSigned by:
Holly Randolph
133936697A4144B...
09/22/2025 | 1:49 PM EDT

Signature Date

Docusign Envelope ID: FE70C01F-07D9-40D6-8B4D-8B77D13CB404

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and HIGHLANDS COUNTY

PROJECT DESCRIPTION: NW Lily Ave Improvements from SR 70 to Hardee County Line

FPID#: 448765-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

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EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☐ Small County Outreach Program (SCOP), (ALN 55.009)
- ☒ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☐ Insert Program Name, Insert ALN Number

***Award Amount:** $4,099,821.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

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STATE-FUNDED GRANT AGREEMENT

FPN: 448768-1-54-01	Fund: SCWR/SCRA	FLAIR Category:
	Org Code: 55014010106	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 04	Contract No:	Vendor No: GH9DBEQV5KK3

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Desoto County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
   - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert ALN Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction, and construction engineering inspection of the repaving and improving of NE Bishop Street from NE Masters Avenue to NE Cubitis Avenue, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 06/30/2031. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $1,285,132.00 (One Million Two Hundred Eighty-Five Thousand One Hundred Thirty-Two Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $1,285,132.00 (One Million Two Hundred Eighty-Five Thousand One Hundred Thirty-Two Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

      ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days

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from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal

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years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of

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Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

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Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

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a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be

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added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

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16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT DESOTO COUNTY

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Legal Review:

By: _____ DS

Name: _____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 448768-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Desoto County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.874 Miles / 2.424 to 3.298

PROJECT DESCRIPTION:

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the Desoto County in connection the design, construction, and construction engineering inspection of the repaving and improving of NE Bishop Street from NE Masters Avenue to NE Cubitis Avenue, approximately 4615 feet. Associated safety and drainage improvments will also be addressed, as appropriate. The services performed shall be in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways and applicable County manuals, guidelines and specifications. The general objective is for the County to provide contract administration, management services, construction engineering inspection services, and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the resurfacing and associated improvements.

Specifically and non inclusive the following are included in the Scope of Services:

1. Milling and Resurfacing or Overlaying the existing travel lanes.
2. Maintain existing traffic during the entire construction period.
3. Construct or Reconstruct, as appropriate, sideroad and driveway turnouts.
4. Maintain and/or upgrade the safety of the project by protecting roadside hazards when appropriate.
5. Obtain a minimum pavement design, for resurfacing design, include minimum milling depth.
6. Provide for the preparation of the Roadway plans package. This work effort includes roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic control plans, enviromental permits and other necessary documents.
7. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. where unavoidable, disposition of utility conflicts should be coordinated.
8. A Professional Engineer, registered in the State of Florida in the responsible charge of the projects design shall profesionally endorse (sign, seal, certify) the record plans, the special provisions and all reference and support documents.
9. Assure all surveying and mapping products and services comply with pertinent Florida Statues and the Florida Administrative Code.
10. Identifying and obtaining any geotechinical investigation, analysis, and desgin dictated by the project needs.
11. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.

12. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.
13. Provide, upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed by Decemeber 31, 2027
b) Right-of-Way to be certified by December 31, 2027
c) Construction contract to be let by June 30, 2029
d) Construction to be completed by June 30, 2031

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	**FINANCIAL PROJECT NUMBER:**
Desoto County 201 E Oak Street Suite 203 Arcadia, FL 34266	448768-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2026**	Maximum Department Participation (SCWR)	$839,498.00	$	$839,498.00	☐ In-Kind ☐ Cash
FY: **2026**	Maximum Department Participation (SCRA)	$445,634.00	$	$445,634.00	☐ In-Kind ☐ Cash
	Total Construction Cost	$1,285,132.00 100.00%	$ 0.00 %	$1,285,132.00 100.00%	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$1,285,132.00	$ 0.00	$1,285,132.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Randolph
District Grant Manager Name

09/22/2025 | 3:18 PM EDT
Signature Date

Docusign Envelope ID: 81D2A00D-E774-4B98-9ACE-5F3D63B49288

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and HIGHLANDS COUNTY

PROJECT DESCRIPTION: NE Bishop St from NE Masters Ave to NE Cubitis Ave

FPID#: 448768-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

Docusign Envelope ID: 81D2A00D-E774-4B98-9ACE-5F3D63B49288

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

Docusign Envelope ID: 81D2A00D-E774-4B98-9ACE-5F3D63B49288

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

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EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☒ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☐ Insert Program Name, Insert ALN Number

***Award Amount:** $1,285,132.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

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WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

MOSQUITO CONTROL
STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

CSFA Number: 42.003

State Project Title: Mosquito Control

Authorization: Section 388, Florida Statutes (F.S.)

Fiscal Year: 2025-2026

This AGREEMENT made and entered into on _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and **DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS,** the RECIPIENT.

This AGREEMENT shall be executed by the RECIPIENT and returned to the DEPARTMENT not later than **December 31, 2025**, and shall serve as the RECIPIENT'S acknowledgment that this AGREEMENT is subject to Section 215.97, F.S.

ARTICLE 1: TERM

1.1 Contract Period: **OCTOBER 1, 2025 – SEPTEMBER 30, 2026**

1.2 Extension and Renewal. ***RESERVED***

ARTICLE 2: SERVICES

2.1 Scope of Work. The RECIPIENT agrees to provide the following contractual services:

Conduct arthropod/mosquito control in compliance with the requirements of Chapter 388, F.S., Section 215.97, F.S., and Chapter 5E-13, Florida Administrative Code (F.A.C.) as detailed in the attached Application, which is hereby incorporated by reference, and hereinafter referred to as the Scope of Work.

2.2 Deliverables. The RECIPIENT must provide quantifiable, measurable, and verifiable units of deliverables which must be received and accepted in writing by the contract manager prior to payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

The RECIPIENT agrees to conduct arthropod/mosquito control services as specified in the attached Scope of Work. In addition, the RECIPIENT must provide the following:

A. Submit each month to the Department on the current form indicated no later than thirty days after the end of the previous month:

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1. "Mosquito Control Monthly Report - State Funds" (FDACS-13650, Rev. 09/23), and supporting documentation (i.e., receipts travel vouchers, invoices, purchase orders, expenditure reports, wage statements, account statements).

2. "Mosquito Control Monthly Report - Local Funds" (FDACS-13663, Rev. 09/23).

3. "Mosquito Control Monthly Report - Pesticide Activity" (FDACS-13652, Rev. 02/23).

B. Submit to the Department on the current form indicated **as needed**:

1. “Arthropod Control Budget Amendment” (FDACS-13613, Rev. 7/13) Budget amendments shall be prepared and submitted to the DEPARTMENT prior to over-expending funds in any account or expending funds in nonbudgeted accounts. Budget amendments must be explained by an accompanying request for approval of the changes to be made in the detailed budget. DEPARTMENT approval of the amendment(s) must be received before such expenditures are made.

2. Submit a copy to the DEPARTMENT of each financial reporting package containing non-state entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence regarding follow-up taken to address any prior year deficiencies, and such other information determined by the Auditor General of the State of Florida to be necessary.

2.3 Financial Consequences. Failure to timely provide the deliverables of this AGREEMENT shall result in financial consequences. The RECIPIENT shall perform all deliverables within the time frame established in this AGREEMENT. The DEPARTMENT shall reduce payment as a financial consequence as follows:

A. If the RECIPIENT fails to timely provide one or more deliverables from the Scope of Work or Article 2.2 above, due on or before **AUGUST 30, 2026,** then in addition to any other available remedies the DEPARTMENT shall reduce payment by 5% of the corresponding quarter’s payment.

B. The DEPARTMENT in its sole discretion may grant an extension of one or more deliverable deadlines upon prior written request from RECIPIENT and for good cause shown.

C. Absent a written extension of the deadline to provide the annual report, the Parties agree that the Recipient shall be liable for a financial consequence of $100 per calendar day until the annual audit report required in Article 11.2 is delivered.

ARTICLE 3: COMPENSATION & EXPENSES

3.1 The DEPARTMENT will pay the RECIPIENT as follows:

An amount not to exceed $**69,587.50** payable quarterly in accordance with Article 3.1.3, upon receipt of required reports submitted to the DEPARTMENT within the statutory deadlines.

3.1.1 The DEPARTMENT may make partial payments to the RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT and approved by the DEPARTMENT.

3.1.2 State funds, supplies, and services shall be made available to RECIPIENT by and through the DEPARTMENT immediately upon release of funds by the Executive Office of the Governor. Following the determination of funds available, if necessary, the DEPARTMENT shall make an adjustment in amounts of money payable to RECIPIENT in the last three (3) quarters of the current fiscal year. RECIPIENT shall be notified of the amount payable to them and if necessary, shall amend amounts of state funds budgeted.

3.1.3 The following quarterly payment schedule shall apply to this AGREEMENT:

Contract Period	Quarterly Payment Month (approximate)
October – December	January
January – March	April
April – June	July
July – September	September

If this AGREEMENT is not executed in time for one or more of the quarterly payments to apply, payment will be made in accordance with the remaining quarterly payment schedule.

3.2 Expenses. All purchases of supplies, materials and equipment by RECIPIENT shall be made in accordance with the laws governing purchases by Boards of County Commissioners, except that districts with special laws relative to competitive bidding shall make purchases in accordance with Chapter 388, F.S., and Chapter 5E-13, Florida Administrative Code.

3.2.1 All funds, supplies, and services released to the RECIPIENT shall be used exclusively for an integrated program that provides a combination of mosquito control, source reduction measures, public education, personnel training and certification, mosquito population surveillance, larvicides, adulticides, equipment, and alerts as approved by the DEPARTMENT.

3.2.2 Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this AGREEMENT will be reimbursed in accordance with Section 112.061, F.S. Authorization for travel expenses must be identified in the Scope of Work and approved by the Department to be eligible for reimbursement.

3.3 Dispute Resolution. If a dispute over fees invoiced under this AGREEMENT arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the DEPARTMENT and RECIPIENT shall participate in mandatory binding arbitration.

3.4 Contingency. In accordance with Section 287.0582, F.S., the DEPARTMENT's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature. Payments under this AGREEMENT are further subject to the approval of the State Chief Financial Officer (Department of Financial Services).

ARTICLE 4: *Reserved*

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ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

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

5.2 RECIPIENT acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. RECIPIENT avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), F.S., during the term of the contract, including receiving and maintaining required affidavits from subcontractors.

5.3 RECIPIENT shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

5.4 RECIPIENT shall comply with Section 20.055(5), F.S.

ARTICLE 6: PUBLIC RECORDS

6.1 To the extent that RECIPIENT meets the definition of “Contractor” under Florida’s Public Records Law, Section 119.0701, F.S., Recipient shall preserve, retain, and disclose as required all documents, including papers, letters, or any other record or materials prepared pursuant to this AGREEMENT, and otherwise fully comply with the requirements of Chapter 119. To that end, RECIPIENT must:

6.1.1 Retain all records made or received in conjunction with this Agreement for no less than five (5) years after the end of the Contract Period in Article 1.1.

6.1.2 Upon request from the DEPARTMENT’s custodian of public records, provide the DEPARTMENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the DEPARTMENT.

6.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and following completion or termination of the contract if the RECIPIENT does not transfer the records to the DEPARTMENT.

6.1.4 Upon completion or termination of the contract, transfer, at no cost, to the DEPARTMENT all public records in possession of the RECIPIENT or keep and maintain public records required by the DEPARTMENT to perform the service. If the RECIPIENT transfers all public records to the DEPARTMENT upon completion or termination of the contract, the RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the RECIPIENT keeps and maintains public records upon completion or termination of the contract, the RECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from the DEPARTMENT’s custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.

6.2 The DEPARTMENT shall have the right of unilateral cancellation for refusal by the RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

6.3 Nothing in this article shall be considered a waiver of the provisions of Section 119.0701, F.S.

ARTICLE 7: TERMINATION

7.1 For Convenience. The parties may terminate this AGREEMENT in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the contract manager, specifying the effective date of termination.

7.2 For Cause. The DEPARTMENT may terminate this AGREEMENT for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination. If, after termination, it is determined that the RECIPIENT was not in default, or that the default was excusable or the termination for cause was in error, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DEPARTMENT pursuant to Article 7.1. The rights and remedies of the DEPARTMENT in this clause are in addition to any other rights and remedies provided by law or under this Contract.

7.2.1 For cause termination shall be defined as default, breach, or failure of the RECIPIENT to fulfill any of its obligations hereunder.

7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the RECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following: (1) temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT; (2) disallow all or part of the cost of the services not in compliance; and/or (3) wholly or partly suspend or terminate this contract.

7.3 Obligations of parties upon termination.

7.3.1 The DEPARTMENT shall pay and/or reimburse RECIPIENT for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the DEPARTMENT. Upon the effective date of termination, the DEPARTMENT shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.

7.3.2 The RECIPIENT shall:

7.3.2.1 If the RECIPIENT decides to withdraw from participation in state matching funds under Chapter 388, F.S., prior to the end of the contract period, the RECIPIENT shall continue to submit the required reports until all funds received by the RECIPIENT as of the date of withdrawal are exhausted.

7.3.2.2 Stop all work, make no further changes to completed work, and place no further orders related to this AGREEMENT, except that which may be needed to wind-down the contract or may be directed by the DEPARTMENT during the notice period.

7.3.2.3 Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.

7.3.2.4 Take actions necessary, or that the DEPARTMENT may direct, for the protection and preservation of the work produced under this AGREEMENT.

7.3.2.5 Return and deliver to the DEPARTMENT its property and/or inventoried items in the possession of contractor and/or its employees or subcontractors.

7.3.2.6 Disclose, transfer, and assign to the DEPARTMENT all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this AGREEMENT.

7.3.2.7 Not be entitled to recover any cancellation charges or lost profits.

7.4 Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this AGREEMENT. Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance and its anticipated duration.

7.5 Notwithstanding the items listed above, the RECIPIENT shall not be relieved of liability to the DEPARTMENT for damages sustained by the DEPARTMENT by virtue of any termination, default or breach of this AGREEMENT by the RECIPIENT.

ARTICLE 8: FINANCIAL MATTERS

8.1 The RECIPIENT is hereby prohibited from expending any of the funds provided hereunder for the purpose of lobbying the Legislature, the judicial branch or a state agency.

8.2 The RECIPIENT shall maintain books, papers, records, and documents (Records) in accordance with generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

8.3 The Recipient shall comply with all applicable requirements of Section 215.97, F.S., and audit requirements for awards of state funded financial assistance. If the Recipient is required to undergo an audit, Recipient shall promptly provide all related Records to the auditor.

8.4 State funds received by RECIPIENT shall be deposited in a separate depository account from local funds received. Disbursements shall be made on pre-numbered checks or warrants drawn on the separate depository account from the local funds. Local and state funds shall be deposited in banks designated as depositories of public funds in accordance with provisions of Section 658.60, F.S..

8.5 In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of $750,000 in its fiscal year, the RECIPIENT must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the RECIPIENT shall consider all sources of state financial assistance, including state financial assistance received from this Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

8.6 Audits conducted pursuant to Section 215.97, F.S., shall be: performed annually and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

8.7 Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt the RECIPIENT from compliance with provisions of law relating to maintaining records concerning state financial assistance or allowing access and examination of those records by the DEPARTMENT, the Chief Financial Officer, or the Auditor General.

8.8 If the RECIPIENT expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. If however, the RECIPIENT elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from RECIPIENT's resources other than that which is obtained from the DEPARTMENT.

8.9 The DEPARMENT shall provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of Section 215.97, F.S.

8.10 The DEPARTMENT, the Department of Financial Services, and the State's Auditor General shall have access to the RECIPIENT's Records and the RECIPIENT's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The RECIPIENT is required to maintain sufficient Records and supporting documents demonstrating its compliance with the terms of this AGREEMENT for a period of five years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such Records upon request.

8.11 Section 215.97, F.S., does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.

8.12 RECIPIENT shall provide one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this AGREEMENT shall be submitted by or on behalf of the RECIPIENT directly to each of the following:

The Florida Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building

Docusign Envelope ID: E237DA61-5F31-46F7-B6EA-0AA9D19B1EB0

407 South Calhoun Street
Tallahassee, Florida 32399-0800

The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

8.13 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 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

8.14 RECIPIENT shall ensure expenditures of state financial assistance is in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.

8.15 The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.

8.16 Any funds paid in excess of the amount to which the RECIPIENT is entitled under this AGREEMENT must be refunded to the DEPARTMENT.

ARTICLE 9: GENERAL PROVISIONS

9.1 Independent Contractor. The RECIPIENT, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the DEPARTMENT.

9.2 The RECIPIENT shall not pledge the DEPARTMENT's credit or make the DEPARTMENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

9.3 Indemnification: Sovereign Entity. RECIPIENT warrants and represents that it is a sovereign entity and assumes all risk of personal injury and property damage attributable to the negligent or intentional acts or omissions of RECIPIENT and the officers, employees, servants, and agents thereof while acting within the scope of their employment by the RECIPIENT. DEPARTMENT and RECIPIENT agree that nothing contained herein shall be construed or interpreted as a waiver of the RECIPIENT's or DEPARTMENT's sovereign immunity beyond that provided in § 768.28, Florida Statutes.

9.4 Liability. The DEPARTMENT shall not assume any liability for the acts, omissions to act or negligence of the RECIPIENT, its agents, servants, and employees, nor shall the RECIPIENT disclaim its own negligence to the DEPARTMENT or any third party.

9.4.1 The RECIPIENT shall maintain, during the period of this AGREEMENT, liability insurance for the services to be rendered in accordance with industry standards as appropriate.

9.5 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

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9.6 Entire Agreement. The instrument, including any attachments or exhibits, embodies the entire agreement of the Parties. This AGREEMENT supersedes all previous oral or written communications, representations, or agreements on this subject.

9.7 Applicable Law and Venue. This AGREEMENT shall be governed by the laws of the State of Florida with venue in Leon County, Florida.

9.8 Severability. In the event that any one or more of the provisions of this AGREEMENT shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this AGREEMENT invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the F.S. and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

9.9 Paragraph Headings. Paragraph headings contained in this AGREEMENT are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this AGREEMENT.

9.10 Compliance. RECIPIENT shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this AGREEMENT.

9.11 Subcontracting. RECIPIENT agrees that all services to be performed hereunder shall be performed solely by the RECIPIENT and may not be subcontracted for or assigned without the prior written consent of DEPARTMENT. Consent may be withheld by DEPARTMENT for any reason, or granted subject to RECIPIENT’s compliance with one or more of the following: (1) RECIPIENT purchasing, at its sole expense, a payment bond in a form and amount that DEPARTMENT determines to be adequate to protect suppliers of labor and material; and (2) RECIPIENT disclosing information satisfactory to DEPARTMENT regarding each subcontractor to perform services hereunder, including a description of the subcontractor’s organization, ability to provide applicable services, cost to perform applicable services, previous work experience, and relationship to the RECIPIENT.

9.12 Survival. The termination of this AGREEMENT (whether by expiration, completion, the exercise of a termination right hereunder), will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination.

9.13 This AGREEMENT may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this AGREEMENT warrants that he or she is duly authorized to do so and to bind the respective party to the AGREEMENT.

9.14 The delay or failure by the DEPARTMENT to exercise or enforce any of its rights under this AGREEMENT shall not constitute or be deemed a waiver of the DEPARTMENT’s right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

9.15 Administration of the Agreement.

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The contract manager for the DEPARTMENT is **SHALINDA WOODS** and is located at **DIVISION OF AGRICULTURAL ENVIRONMENTAL SERVICES, 3125 CONNER BOULEVARD, SUITE E, TALLAHASSEE, FLORIDA 32399-1650, OFFICE NUMBER (850) 617-7933, EMAIL ADDRESS: SHALINDA.WOODS@FDACS.GOV.**

The contract manager for the RECIPIENT is **RICHARD CHRISTOFF, DIRECTOR** and is located at **2200 N.E. ROAN STREET, ARCADIA, FL 34266, OFFICE NUMBER: (863) 993-4831, EMAIL ADDRESS: R.CHRISTOFF@DESOTOBOCC.COM.**

Substitution of a contract manager by any party after execution of this AGREEMENT shall not require a formal amendment of this AGREEMENT; however, the other contract manager shall be informed in writing within seven (7) business days of the substitution.

9.16 Notices. Any notice required or permitted under this AGREEMENT shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth in Section 9.14 with a copy to:

DEPARTMENT: Florida Department of Agriculture and Consumer Services, Office of General Counsel, The Mayo Building, Suite 520, 407 S. Calhoun Street, Tallahassee, FL 32399, Attn: General Counsel

RECIPIENT: **DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS, 2200 N.E. ROAN STREET, ARCADIA, FL 34266**

9.17 Tangible Property. All equipment purchased pursuant to Chapter 388, F.S., with state funds made available directly to RECIPIENT shall become the property of the RECIPIENT unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the RECIPIENT.

9.17.1 The DEPARTMENT, upon notifying RECIPIENT and obtaining its approval, is authorized to transfer equipment, materials, and personnel from one district to another in the event of an emergency brought about by an arthropod borne epidemic or other disaster requiring emergency control.

9.17.2 Surplus property shall be disposed of according to the provisions set forth in Section 274.05, Florida Statutes, with the following exceptions: Serviceable equipment no longer needed by RECIPIENT shall first be offered to any or all other counties or districts engaged in mosquito control at a price established by the board of commissioners owning the equipment. If no acceptable offer is received within two weeks, the equipment shall be offered to such other governmental units or private nonprofit agencies as provided in Section 274.05, F.S..

9.17.3 The alternative procedure for disposal of surplus property, as prescribed in Section 274.06, F.S., shall be followed if it has been determined no other county, district, governmental unit, or private nonprofit agency has need for the equipment. All proceeds from the sale of any real or tangible personal property owned by RECIPIENT shall be deposited in the county or district mosquito control state fund account unless otherwise specifically designated by the DEPARTMENT.

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ARTICLE 10: *RESERVED*

ARTICLE 11: MANDATORY CERTIFICATIONS (Note: does not apply to individuals or private citizens).

11.1 ***RESERVED***

11.2 In the event that the Recipient receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, or this Agreement results from the Recipient being named in statute as the required Recipient of a sole-source, public-private Agreement, then the Recipient shall provide an annual report to the Department due on or before June 30th.

11.2.1 An annual report shall be required for each year that this Agreement remains in existence. The report shall detail the total compensation of the Recipient's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the Recipient's IRS Form 990.

11.2.2 Recipient understands and agrees that it must provide Department written notice detailing any change in executive compensation in the intervening period between annual reports.

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits, hereto, the parties have caused to be executed this AGREEMENT by the undersigned officials duly authorized:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	RECIPIENT
Joey B. Hicks	
Signature	Signature
Director, Division of Administration	
Title	Title
9/19/2025	
Date	Date