Polk County Board of County Commissioners

Meeting Agenda - Final-revised

August 05, 2025 Regular BoCC meeting

In accordance with the American with Disabilities Act, persons with disabilities needing special accommodations to participate in this proceeding should contact the Communications Office not later than 48 hours prior to the proceeding. Their office is located in the County Administration Building, 330 West Church Street in Bartow. Telephone (863) 534-6090 or TTY (863) 534-7777. If hearing impaired dial 7-1-1 for Florida Relay services or call (800) 955-8771 (TTY); dial (800) 955-1339 if you are using a computer.

Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.

If a person decides to appeal any decision made by the board with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

CALL TO ORDER - 9:00 a.m. (RICK WILSON, CHAIR)

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (RICK WILSON, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. Comments.

C. APPROVE CONSENT AGENDA

C.1. Approve Consent Agenda.

D. COUNTY COMPTROLLER (STACY M. BUTTERFIELD, CPA)

D.1. Disbursements.

D.2. Minutes of Regular Board meeting held on July 15, 2025.

E. REQUEST FROM ELECTED OFFICIAL and OTHER GOVERNMENTAL AGENCY

F. COUNTY ATTORNEY (RANDY MINK)

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Approve CIP Amendment and budget transfer from the Chestnut Sidewalk Project to the Willow Ridge, Lake Seward, and Davenport Drainage Projects within the General Capital Improvement Fund ($2,800,000.00 one-time budget transfer)

G.2. Approve Amendment Five to the Master Purchase Agreement with Motorola Solutions, Inc. (total cost of 3 years $4,707,440.00 - Yr 1 $1,402,797.00, Yr 2 $1,563,414.00 and Yr 3 $1,741,229.00)

H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Commissioner Troutman Comments.

I. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

I.1. Commissioner Braswell Comments.

J. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO)

J.1. Commissioner Santiago Comments.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Commissioner Scott Comments.

L. COMMISSIONER DISTRICT 2 (RICK WILSON, CHAIR)

L.1. Reappoint Jacquelyn Codd as a member of the Polk County Sidewalk Advisory Committee, for the three-year term, October 1, 2025 through September 30, 2028.

L.2. Chair Wilson Comments.

M. LAY BOARD APPOINTMENTS

N. EXPEDITED HEARINGS PURSUANT TO RESOLUTION NO. 2022-089

* County Attorney opening comments

N.1. Public Hearing (LDCPAL-2025-1 GPK Holly Hill Groves 2 CPA Amendment) (Transmittal Hearing) to consider the adoption of a Large-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 14.6 acres from Employment Center - X (ECX) to Residential-High X (RHX). (No Fiscal Impact).

O. PUBLIC HEARINGS

O.1. Public Hearing to consider adoption of an ordinance amending Ordinance 25-036 Master Inwood Street Lighting MSBU Ordinance to replace boundary description found in “Exhibit A.”

O.2. Public Hearing to consider adoption of a Resolution allowing for the Installation of Seven Traffic Calming Devices (Speed Humps) on Catherine Drive, Near Lakeland. (estimated $35,000.00 one-time expense)

O.3. Public Hearing to consider adoption of a Resolution allowing for the Installation of Five Traffic Calming Devices (Speed Humps) on Lakeland Highlands Road, Near Lakeland (estimated $25,000.00 one-time expense)

O.4. Public Hearing to consider adoption of a Resolution allowing for the Installation of Two Traffic Calming Devices (Speed Humps) on Stephenson Avenue, Near Babson Park (estimated $10,000.00 one-time expense)

O.5. Public Hearing to consider adoption of a Resolution allowing for the Installation of Three Traffic Calming Devices (Speed Humps) on Tangelo Street, Near Highland Park Manor. (estimated $15,000.00 one-time expense)

P. REQUEST FROM THE GENERAL PUBLIC/AUDIENCE AND OPPORTUNITY TO BE HEARD

P.1. G. Robert Weedon, DVM, MPH to continue discussion regarding amending the Polk County Animal Ordinance.

P.2. Comments.

Q. WORK SESSION ITEMS

Q.1. FY26 - FY30 Community Investment Program (CIP)

R. CONSENT AGENDA ITEMS

R. COMMISSIONER DISTRICT 1

R. COMMISSIONER DISTRICT 2

R. COMMISSIONER DISTRICT 3

R. COMMISSIONER DISTRICT 4

R. COMMISSIONER DISTRICT 5

R. COUNTY COMPTROLLER

R.1. Report 2025-08 Building Division Trust Accounts follow-up audit.

R.2. Proposed Fiscal Year 2025/2026 budgets for Alafia Preserve, Bridgewater, Crosswinds East, Donaldson Knoll, Eagle Ridge, Lake Ashton, Lake Mattie Preserve, Lakeside Landings and Lawson Dunes Community Development Districts.

R.3. Removal of equipment from inventory as listed on Blanket Removal Form 2222.

R. COUNTY MANAGER

R. ECONOMIC DEVELOPMENT

R. TOURISM/SPORTS MARKETING

R.4. Approve an Interlocal Agreement with the City of Auburndale for Equipment Donation at the Championship Ski Lake (No fiscal impact)

R. OFFICE OF PLANNING & DEVELOPMENT

R.5. SET HEARING: (LDCPAS-2025-9 ECX CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Town Center (TCX) to Employment Center (ECX) on 5.45 +/- acres in the Transit Supportive Development Area (TSDA). The suggested adoption hearing date is August 19, 2025, at 9:15 a.m.

R.6. SET HEARING: (LDCPAS-2025-8 Lake Daisy CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Recreation Open Space (ROS) to Residential Low (RL) on 3.9 +/- acres in the Transit Supportive Development Area (TSDA). This case is related to LDCD-2025-2. The suggested adoption hearing date is August 19, 2025, at 9:15 a.m.

R.7. SET HEARING: (LDCD-2025-2 Lake Daisy Sub-District) to consider the adoption of a Sub-District Change to change 3.9 +/- acres from Residential-Low-1 (RL-1) to Residential-Low-4 (RL-4) in the Transit Supportive Development Area (TSDA). This case is related to LDCPAS-2025-8. The suggested adoption hearing date is August 19, 2025, at 9:15 a.m.

R.8. RE-SET HEARING: (LDCPAL-2024-19 Minute Maid Rd Ramp 1 CPA) to consider the adoption of a Large-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 3.2+/- acres from Residential High (RHX) to Tourism Commercial Center (TCCX) in the Transit Supportive Development Area (TSDA). The suggested adoption hearing date is August 19, 2025, at 9:15 a.m.

R.9. Fulton Green Road Infrastructure Agreement (Cash reimbursement not to exceed $135,605.58).

R.10. Release a Irrevocable Letter of Credit No. 70005638 and replace with a new Irrevocable Letter of Credit No. 48715830470 for Cypress Sand Mine in the amount of $36,332.29. (No fiscal impact)

R.11. Approve master agreement with Gurr Professional Services, Inc. for 3rd party review of phosphate land development applications. (Estimated $45,000.00 annual recurring expense)

R. BUILDING

R. DEPUTY COUNTY MANAGER

R. BUDGET & MANAGEMENT SERVICES

R. PROCUREMENT

R. COMMUNICATIONS

R. COOPERATIVE EXTENSION SERVICES

R. HEALTH & HUMAN SERVICES

R.12. Approve Subcontract Fiscal Year 2025-2026 between the Ounce of Prevention Fund of Florida, Healthy Families Florida, and Polk County, a political subdivision of the State of Florida (Healthy Families Polk). ($1,571,553 one-time revenue and $1,728,571 one-time cash match contribution)

R.13. Approve State Housing Initiatives Partnership (SHIP) 1) Annual Report (AR) for FY 2022-2023 Closeout Year and 2) Local Housing Incentives Certification Form. (No fiscal impact).

R. HUMAN RESOURCES

R. INFORMATION TECHNOLOGY

R.14. Renewal of Oracle SaaS and IaaS Cloud Services (Cost of Renewal: $1,290,247.36)

R.15. Renewal of Oracle Planning and Budgeting Cloud Service (24-Mo Renewal: $103,680)

R. CODE ENFORCEMENT

R. COURT SERVICES

R. RISK MANAGEMENT

R.16. Approve selection committee's recommendation to authorize staff negotiations with Cigna Health and Life Insurance Company for employee dental coverage. (No fiscal impact)

R.17. Approve selection committee's recommendation to authorize staff negotiations with The Hartford for fully insured employee life and disability coverage. (No fiscal impact)

R. COMMUNITY HEALTH CARE

R. FACILITIES MANAGEMENT

R. FLEET MANAGEMENT

R. PARKS & NATURAL RESOURCES

R. FIRE RESCUE

R.18. Requesting the approval of renewal application of Certificate of Public Convenience and Necessity (COPCN) for First 2 Aid EMS, Inc d/b/a Trident EMS. (No fiscal impact)

R. EMERGENCY MANAGEMENT

R. REAL ESTATE SERVICES

R.19. Approve Central Florida Expressway Authority Real Estate Purchase Agreement between the Central Florida Expressway Authority and Polk County regarding the State Road 538 project and authorize a County Deed for right-of-way parcels associated therewith. ($161,500, one time revenue)

R.20. Approve Agreement between Texas Aquatic Harvesting, Inc. and Polk County for the purchase of a utility easement in the East Regional Water Service Area. ($75,000 one-time expense)

R.21. Approve Land Purchase Agreement in conjunction with the purchase of conservation preservation property located in the Lake Wales Ridge Ecosystem Project - Crooked Lake West Area, Burdon parcel ($2,000 one-time expense)

R.22. Declare surplus and authorize the public sale of County-owned remnant right-of-way parcels associated with the Kathleen Road Phase 2 Project. (Potential for $60,000 or greater, one-time revenue)

R.23. Accept Warranty Deed from JMBI Real Estate, LLC in conjunction with the Powerline Road Phase 1 improvements. (No fiscal impact)

R.24. Approve First Amendment to Lease No. 307 between Polk County and Main Street Bartow, Incorporated. (No Fiscal Impact)

R.25. Accept Drainage Easement from Otoniel Ortiz in conjunction with drainage improvements to Moss Road/Jones Road outfall ditch. (No Fiscal Impact)

R.26. Accept Polk County Utility Easement from Rave Commercial Legacy Tract B LLC, as requested through the Development Review Process. (No fiscal impact)

R.27. Adopt a resolution requesting an access easement from the State of Florida, Department of Transportation ("FDOT") in conjunction with the West Pipkin Road project. (No fiscal impact)

R. ROADS & DRAINAGE

R.28. SET HEARING to Consider Adopting a Resolution Allowing for the Installation of Traffic Calming Devices (Speed Humps) on Wheeler Road North near Lakeland. (Suggested Hearing Date: Tuesday, September 2, 2025, at 9:15 a.m.) (No fiscal impact)

R.29. Adopt a Resolution Setting Parking Restrictions on Adele Road, Boots Road, Peak Avenue, and Porter Street, within the High Pointe North Subdivision, near Lakeland. ($3,802.95 one-time expense)

R. UTILITIES

R.30. Approve Consultant Services Authorization 2024-013-01 with Hazen and Sawyer, P.C. for the Water Quality Laboratory Conceptual Design Project. ($197,390 not-to-exceed, one-time expense)

R.31. Approve Change Order No. 2 to Contract 2023-050 with Killebrew, Inc. for the Crooked Lake Park Receivership Lift Station and Force Main Improvements project ($18,500.00 one-time expense and 92 days extension)

R. SOLID WASTE

R. ELECTED OFFICIAL AND OTHER GOVERNMENTAL AGENCY

R. COURT RELATED

R. POLK COUNTY PROPERTY APPRAISER

R. POLK COUNTY SHERIFF

R. POLK COUNTY SUPERVISOR OF ELECTIONS

R. POLK COUNTY TAX COLLECTOR

R. WORKFORCE DEVELOPMENT BOARD

R. COUNTY ATTORNEY

ANNOUNCEMENTS

Below are scheduled events and public meetings at which two or more County Commissioners or Planning Commissioners may appear to discuss issues that may come before the Board of County Commissioners.

• Wednesday, August 6, 2025 – 8:50 a.m. – Planning Commission will conduct a work session, prior to its regularly scheduled meeting, in the County Commission Boardroom.

• Wednesday, August 6, 2025 – 9:00 a.m. – Planning Commission meeting will be held in the County Commission Boardroom.

• Thursday, August 7, 2025 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

• Thursday, August 7, 2025 – 2:30 p.m. – Historical Commission and Marker Committee will meet in the County Commission Boardroom.

• Monday, August 11, 2025 – 1:00 p.m. – County Manager's representatives will meet with representatives from the Imperial Polk County EMTs and Paramedics, I.A.E.P. Local 917 R-5 SEIU/NAGE to hold negotiations and impact bargaining relative to collective bargaining. The meeting will be held at the W.H. Stuart Center, 1710 U.S. Highway 17 South, Bartow.

• Tuesday, August 12, 2025 – 1:00 p.m. – Polk County Legislative Delegation Meeting to be held in the County Commission Boardroom.

• Wednesday, August 13, 2025 - 2:00 p.m. – Comprehensive Plan Review Advisory Committee will meet in Room 413, Fourth Floor, County Administration Building.

• Wednesday, August 13, 2025 – 3:00 p.m. – Central Florida Development Council (CFDC) Board Meeting will be held at Florida Southern College – Becker Business Building, 130 Lake Hollingsworth Drive, Lakeland.

• Wednesday, August 13, 2025 – 4:00 p.m. - Central Florida Development Council (CFDC) Investor Meeting will be held at Florida Southern College – Becker Business Building, 130 Lake Hollingsworth Drive, Lakeland.

• Thursday, August 14, 2025 – 8:00 a.m. – CLASAC TAG Tour will start at the Parks & Natural Resources Office, 4177 Ben Durrance Road, Bartow.

• Thursday, August 14, 2025 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

• Friday, August 15, 2025 – 9:00 a.m. – Board/Staff Agenda Review meeting to discuss the Agenda and any other matters that may come before the Board will be held

in the Commissioners' Conference Room, Room 407.

• Friday, August 15, 2025 – 12:30 p.m. – Tourist Development Council's Nominating Committee be held in the Commissioners' Conference Room, Room 407.

Agenda Item C.1. 8/5/2025

SUBJECT

Approve Consent Agenda.

DESCRIPTION

All items on the Consent Agenda are approved in one motion.

RECOMMENDATION

Approve Consent Agenda.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

Agenda Item D.1. 8/5/2025

SUBJECT

Disbursements.

DESCRIPTION

Disbursements include payroll and invoice checks, and wire and electronic fund transfers. For detailed list, see Check Register on file in the Clerk's department of Comptroller to the Board.

RECOMMENDATION

Approve and ratify disbursements.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

APPROVE AND RATIFY

Payroll Check Numbers	**04071**	**thru**	**04111**
In the Amount of	**$55,742.25**		
# of Direct Deposits	**2960**		
In the Amount of	**$4,411,820.05**		
Dated	**July 11, 2025**	**thru**	**July 25, 2025**
Wire and Electronic Fund Transfers	**$36,254,286.01**		
Dated	**July 15, 2025**	**thru**	**August 4, 2025**
Invoice Checks Numbered	**486968**	**thru**	**488423**
Totaling	**$34,018,033.74**		
Dated	**July 15, 2025**	**thru**	**August 4, 2025**

Request approval of minutes of Regular Board Meeting held on **July 15, 2025**

Agenda Item D.2. 8/5/2025

SUBJECT

Minutes of Regular Board meeting held on July 15, 2025.

DESCRIPTION

At each Board meeting, minutes of the previous Board meeting are approved.

RECOMMENDATION

Approve minutes.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

July 15, 2025 Regular BoCC meeting

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CALL TO ORDER - 9:00 a.m. (RICK WILSON, CHAIR)

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (RICK WILSON, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

A.1. Employee Recognition

Minutes: The Board recognized Abran Caudillo with Roads and Drainage, Yevgeniy Gorokhov with Fire Rescue, Jerri Tesseneer with Emergency Medical, Charlotte Filmore with Building, and Benjamin Fort with Fire Rescue for their years of service.

B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. Comments.

Minutes: There was no one from the public wishing to speak on Agenda Items.

C. APPROVE CONSENT AGENDA

C.1. Approve Consent Agenda.

RESULT:	**APPROVED**
MOVER:	Bill Braswell

SECONDER:	Becky Troutman
AYE:	Troutman, Wilson, Braswell, and Santiago
Absent:	Scott

D. COUNTY COMPTROLLER (STACY M. BUTTERFIELD, CPA)

D.1. Disbursements.

RESULT:	**APPROVED**
MOVER:	Martha Santiago
SECONDER:	Bill Braswell
AYE:	Troutman, Wilson, Braswell, and Santiago
Absent:	Scott

D.2. Minutes of Regular Board meeting held on July 1, 2025.

RESULT:	**APPROVED**
MOVER:	Bill Braswell
SECONDER:	Martha Santiago
AYE:	Troutman, Wilson, Braswell, and Santiago
Absent:	Scott

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Approve construction contract with 1st Class Roofing, Inc. for the roof replacement of the existing Polk County Specialty Care and Children Home Society building in Bartow, FL. ($850,500.00 one-time expense).

Minutes: County Manager Bill Beasley reviewed the construction contract with 1st Class Roofing, Inc., for the roof replacement of the existing Polk County Specialty Care and Children Home Society building in Bartow. He recommended approval.

RESULT:	**APPROVED**
MOVER:	Becky Troutman
SECONDER:	Martha Santiago
AYE:	Troutman, Wilson, Braswell, and Santiago
Absent:	Scott

G.2. Approve Right-of-Way Agreement between the City of Lake Alfred and Polk County in conjunction with the County Road 557 Project, Parcels 100, 145 and 146. ($550,000 one-time expense)

Minutes: County Manager Bill Beasley discussed the right-of-way agreement with the City of Lake Alfred for the County Road 557 Project, Parcels 100, 145 and 146. He recommended approval.

RESULT:	**APPROVED**
MOVER:	Becky Troutman

SECONDER:	Bill Braswell
AYE:	Troutman, Wilson, Braswell, and Santiago
Absent:	Scott

G.3. Approve cooperative agreement with Optus, Inc. for software based phones and implementation services. (One-time cost $438,864.26)

Minutes: County Manager Bill Beasley discussed cooperative agreement with Optus, Inc., for software based phones and implementation services. He recommended approval.

Upon question, Information Technology Director David Palmer said the technology we are on is outdated, is not supported and is going away. He said this is part of our normal phone replacement and we are moving from wired to phones that are compatible with the internet.

Commissioner Braswell said it sounds like a bad idea and to have a backup hard-wired system. He said he can remember when the internet phone line was cut. He asked if it makes sense to keep a basic wired backup. He said if the internet goes down no one can call us and he asked if it affects 911.

Mr. Palmer said they have seen that. He said we are using the same cables whether it is the internet or the hardwired phones. He said the cables are still running on the poles and underground. He said it is hardwires using different equipment.

RESULT:	**APPROVED**
MOVER:	Becky Troutman
SECONDER:	Martha Santiago
AYE:	Troutman, Wilson, Braswell, and Santiago
Absent:	Scott

G.4. Approve cooperative agreement with Carahsoft Technology Corp. for Zoom phone software and implementation services. ($67,331.18 one-time cost and $253,023.85 recurring annual cost)

Minutes: County Manager Bill Beasley discussed the cooperative agreement with Carahsoft Technology Corp., for Zoom phone software and implementation services. He recommended approval.

RESULT:	**APPROVED**
MOVER:	Becky Troutman
SECONDER:	Martha Santiago
AYE:	Troutman, Wilson, Braswell, and Santiago
Absent:	Scott

H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Commissioner Troutman Comments.

Minutes: Commissioner Troutman said today the Polk History Center is reopening and

it was undergoing a large renovation project. She said it is something to be seen. She encouraged the audience to visit and she said Ms. Myrtice Young does a wonderful job and it is something to celebrate.

I. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

I.1. Commissioner Braswell Comments.

Minutes: Commissioner Braswell had no comments.

J. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO)

J.1. Commissioner Santiago Comments.

Minutes: Commissioner Santiago had no comments.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Commissioner Scott Comments.

Minutes: Commissioner Scott was not present.

L. COMMISSIONER DISTRICT 2 (RICK WILSON, CHAIR)

L.1. Chair Wilson Comments.

Minutes: Chair Wilson had no comments.

N. EXPEDITED HEARINGS PURSUANT TO RESOLUTION NO. 2022-089

Minutes: County Attorney Randy Mink reminded the audience of the procedures for expedited hearings and public hearings. He swore in those who plan to speak.

N.1. Public Hearing (LDCPAS-2025-7 Brooks Street CPA Amendment) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 3.8 acres from Residential-Low X (RLX) to Business-Park Center (BPCX).

Minutes: Erik Peterson, Land Development, reviewed the proposed land use map change. He said that the Planning Commission and staff recommends approval.

Commissioner Braswell said he would vote against this if anyone is in the audience that was against this. He said we are heading in a too aggressive direction changing a land use without a request and he understands why they are doing it. He said it makes sense when the phosphate issue was coming up. He said it moves the issues to the north on a road that has issues with a cut-through and bypass. He said he will support it today.

The Chair opened a public hearing; no one spoke.

Mr. Peterson clarified that this is applicant initiated. He said that staff will review the

area and will bring forth some county initiated amendments. He confirmed that this is only for this one parcel.

County Attorney Randy Mink said there was discussion on Friday about getting direction from the Board on reviewing the whole area for BPC.

Commissioner Braswell said he does not like this land use moving into places it probably should not be.

Mr. Peterson said they will be reviewing the area, making assessments, and establishing a community outreach for property owners.

RESULT:	**APPROVED**
MOVER:	Becky Troutman
SECONDER:	Bill Braswell
AYE:	Troutman, Wilson, Braswell, and Santiago
Absent:	Scott

N.2. Public Hearing (LDCPAL-2025-4 EAR Based Comprehensive Plan Text Amendment) (Transmittal Hearing) to consider a Large-Scale Comprehensive Plan Amendment to change several policies in all Comprehensive Plan elements per the requirements of Florida Statutes 163.3191, Evaluation and Appraisal Report (EAR).

Minutes: Erik Peterson, Land Development, reviewed the proposed text amendment. He said that the Planning Commission and staff recommends approval.

The Chair opened a public hearing; no one spoke.

RESULT:	**APPROVED**
MOVER:	Martha Santiago
SECONDER:	Becky Troutman
AYE:	Troutman, Wilson, Braswell, and Santiago
Absent:	Scott

N.3. Public Hearing (LDCT-2025-5 Chicken Coop Setbacks LDC Text Amendment) (Adoption Hearing) to reduce the setbacks for structures intended for the feeding and sheltering of livestock and fowl from 50 to 10 feet. (No Fiscal Impact)

Minutes: Erik Peterson, Land Development, reviewed the proposed text amendment. He said this is the modified version for chicken coops. He recommended approval.

The Chair opened a public hearing.

Stephanie Widner asked the Board if they could make the writing on the screen larger.

The Chair closed the public hearing.

RESULT:	**APPROVED**
MOVER:	Martha Santiago

SECONDER:	Becky Troutman
AYE:	Troutman, Wilson, Braswell, and Santiago
Absent:	Scott

N.4. Public Hearing (LDCT-2025-3 Stressed Basins and Stormwater Management Standards) (Adoption Hearing) to consider a County-initiated request to adopt a LDC Text amendment to multiple sections, to address stressed drainage basins, and improve stormwater management standards. (Withdrawn by staff)

Minutes: This item was withdrawn by staff.

Commissioner Troutman said we are withdrawing this because we are preempted by state rule that is not allowing us to move forward.

County Attorney Randy Mink stated that Senate Bill 180 preempts us from being more restrictive during state of emergencies.

N.5. Public Hearing (LDCT-2025-4 Public Hearing Mailing Radius) (Adoption Hearing) to consider a County-initiated request to adopt a LDC Text amendment to Chapter 9 Development Review Procedures, Section 960(A), Types of Public Notice, by removing the current text of a 500-foot distance in which mail notices are to be sent to area property owners and replacing it with 1,000 feet. (Withdrawn by staff)

Minutes: This item was withdrawn by staff.

O. PUBLIC HEARINGS

O.1. Public Hearing (LDCPAS-2025-2 Morame Watkins Rd CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Residential-Low (RL) to Institutional (INST) on ± 0.55 acres in the Utility Enclave Area (UEA).

Minutes: Chanda Bennett, Land Development, showed slides and reviewed the proposed land use amendment. She said that the Planning Commission recommended approval 5:2. She showed aerial photos of the area. She discussed the permitting of group homes. She reviewed the Land Development Code institutional policies. She said that staff recommends approval. She said that the applicant will have to research state permitting requirements for this land use if it is adopted today. She said this is consistent with the Land Development Code.

Upon question, Ms. Bennett said they are not required to change the exterior. She stated the applicant has a range of options. She said the parcel and the size is appropriate for the uses.

Julia Morame, applicant, had no additional comments.

Upon question, County Attorney Randy Mink said we do not get into who will be occupying the site because of the Fair Housing issue.

Upon question, Ms. Bennett said the county is not the licensure for the number of people that are taken care of in the home. She said that question is only answered by the licensing agency. She said the size of the property is appropriate for institutional.

Mr. Mink said if they do get this approved they would be allowed a group home for up to 7 - 14 residents with a Level 1 or Level 2 Review.

The Chair opened a public hearing; no one spoke.

RESULT:	**APPROVED**
MOVER:	Bill Braswell
SECONDER:	Becky Troutman
AYE:	Troutman, Wilson, and Braswell
NAY:	Santiago
Absent:	Scott

O.2. Public Hearing (LDCPAL-2024-17 Stuart Thornhill CPA Amendment) (Adoption Hearing) to consider the adoption of a Large-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 158 acres from Agricultural/Residential-Rural (A/RR) to Residential-Low (RL), and from Rural Development Area (RDA) to Urban Growth Area (UGA).

Minutes: Mark Bennett, Land Development, reviewed the proposed land use change. He said that the Planning Commission and staff recommends approval. He said this is compatible with the area. He said this is consistent with the Comprehensive Plan and the Land Development Code.

Bart Allen, applicant, said that he went into detail at the transmittal hearing and that staff has summed this up. He reviewed the proposed land use change request. He said it is urbanized in this area and he discussed the density of the surrounding areas. He requested approval.

The Chair opened a public hearing.

Daniel Bence showed where his property is located. He asked what they intend to put there and how many houses per acre. He asked what are they going to do with all the water. He said traffic on Thornhill Road is terrible. He said he is opposed to this.

John Daly asked how dense will this be and how many people will be there. He asked if Thornhill Road will be widened.

Jennifer Castro said she is a school teacher and said our schools are at high capacity. She said something like this could impact the schools. She said they have the right to not have an increase to school class sizes.

Cary Purcell said Thornhill Road is a dangerous road. He said with the elevated road this will make the water damage worse.

The Chair closed the public hearing.

Mr. Allen spoke in response to public comment. He said water retention is required. He said drainage, culverts, and underpasses are already in construction. He said that the applicant is not the developer of the site and when that comes forward all the issues will be addressed at the Level 2 Review. He said there is capacity in the schools. He said he is available for questions. He said that staff recommended approval.

Commissioner Braswell said he had brought this up to close Thornhill Road to truck traffic and he fully intends the day that the Central Polk Parkway opens to bring it back up. He said it will not be appropriate for semis to utilize that road.

Commissioner Troutman said she would agree that most of the semis are from an increase of the construction of the parkway.

RESULT:	**APPROVED**
MOVER:	Martha Santiago
SECONDER:	Bill Braswell
AYE:	Troutman, Wilson, Braswell, and Santiago
Absent:	Scott

O.3. Public Hearing to consider adoption of a resolution to vacate a portion of deeded and unmaintained right-of-way located east of Overlook Drive. (No fiscal impact)

Minutes: Wade Allen, Real Estate Services Director, reviewed the proposed request to vacate right-of-way on Overlook Drive. He said there was one objection by an adjacent property owner and he said it has no negative impact on their property nor does it affect the access. He said there are no other objections to the request. He said that staff recommends approval.

The Chair opened a public hearing; no one spoke.

RESULT:	**APPROVED**
MOVER:	Bill Braswell
SECONDER:	Martha Santiago
AYE:	Troutman, Wilson, Braswell, and Santiago
Absent:	Scott

O.4. Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Two Traffic Calming Devices (Speed Humps) on Harney Street, Near Bartow. (estimated $10,000.00 one-time expense)

Minutes: Amy Gregory, Traffic Manager, showed slides and reviewed the proposed request for two traffic calming devices on Harney Street, near Bartow. She said that this meets the traffic calming policy. She recommended approval.

The Chair opened a public hearing.

Charles Hicks said they have three school busses that come by everyday and that tells you how many children are out there. He said people fly down Reynolds Road at 70-80 m.p.h. He said that they need speed bumps all down Reynolds Road.

Robin Barnes said she agrees with the gentleman about Reynolds Road. She said she disagrees with putting two speed humps on the small road. She said she has a low-lying car and this will destroy her vehicle. She discussed her aunt's medical issues and the distress speed bumps would cause.

The Chair closed the public hearing.

Upon question, Ms. Gregory said this road is 668 feet long and they can go at least 30 m.p.h. She said 85% of the traffic is going 30 m.p.h. or less. She said they sent out a lot of ballots and got a lot of no responses.

Commissioner Braswell said this is a dead-end street and speed humps on 600 feet does not make sense.

Upon question, Ms. Gregory said that this was initiated by a resident. She said they probably could put in one speed hump and they thought two would work best with the driveways on the road.

Commissioner Santiago said putting speed humps is appropriate. She said the distance is not the fact it is how people are driving. She said because of the concerns we owe that to this area.

Commissioner Santiago made a motion to approve; motion died for lack of a second.

Commissioner Troutman made a motion to place one speed hump on this road; motion died for lack of a second.

P. REQUEST FROM THE GENERAL PUBLIC/AUDIENCE AND OPPORTUNITY TO BE HEARD

P.1. Wallace Lowery to discuss building permitting and code enforcement violations.

Minutes: Wallace Lowery said he had a code violation. He said he is held up with hiring a contractor when he can do the work himself. He said he would never had this problem had they left him alone. He said he has the electric on but cannot have the lights on.

P.2. G. Robert Weedon, DVM, MPH to continue discussion regarding amending the Polk County Animal Ordinance.

Minutes: Dr. Robert Weedon said there is lack of support in Polk County for fair treatment of animals. He said the Board is the governing body and he discussed the Charter. He said they have the power to adopt and amend county ordinances. He asked why they will not embrace TNVR. He said to embrace evidence based, humane and effective management of community cats.

P.3. Becky Bywater to discuss experience with Animal Control and need for spay/neuter.

Minutes: Becky Bywater said she has volunteered for over 40 years in animal shelters.

She said that her volunteer work has been regulated to office work. She discussed what happens on a regular basis and the high amount of calls received. She said there is one shelter and said there is a problem with dumping. She said the root cause is over breeding. She said we cannot adopt our way out of this problem. She stated we need a spay and neuter program and a breeding and animal abuse ordinance.

P.4. Comments.

Minutes: Cassandra Richards said she is waiting on her speed humps. She asked if there will be sirens for weather emergencies. She said she will be glad when she gets her speed humps. She said to get your supplies in order and that we are in hurricane season. She said we need to come together as a county and take care of one another.

Deborah Joseph showed pictures of her dog when she got him and how he looks now. She discussed animals being tethered. She asked for an ordinance and she said this is terrible in Polk County.

Patricia Jacques said she is here to share the story of Celia Jennings. She discussed Ms. Jennings being cited for feeding cats she has looked after for years. She said we need a spay/neuter program and a trap/release program.

Kay Bourque said animal welfare is at a breaking point. She said that the pet overpopulation is the root cause. She said people in Polk are making a difference in the lives they can help and she said that we need the Board's leadership. She said we have people here willing to help. She said if we continue to do what we are doing this will worsen.

Diane Shaffer discussed a kitten that was picked up and could not be kept. She said it would end up in the shelter and would be euthanized. She said we need a policy for animals to be spayed and neutered. She said there is no large shelter to take animals because they have no space. She said we have to help our animals.

Saralyn Smith discussed cats and the process that Animal Control uses for cats. She discussed the high number of cats that are entered into the shelter. She said to spay or neuter the feral cats and to have a TNR program. She discussed how many cats are in the shelter.

Patricia Kirby discussed a kitten she had seen at the shelter that ended up dead. She discussed the animal programs in Pinellas County. She said the Sheriff hates animals and that she is an ordained minister. She said we need a TNR program.

Jennifer Castro said pet overpopulation is the issue. She discussed the family poverty levels and discussed affordability. She said that all of these programs are important. She said it would help if the public knows which animal is on critical need so the euthanasia rate goes down. She said we have to show the community what pet ownership looks like.

Ashly Woosypiti said she is here to recognize and honor the Veteran Services department. She said their quiet impact is deeply felt by the community. She discussed a medial issue in her military career and being a veteran. She said the Veteran

Services office is here to help and she discussed how they have helped her.

County Manager Bill Beasley said we have an outstanding Veteran Services office. He said there is a handful of employees there and they go above and beyond the call of duty.

Commissioner Troutman said they are in critical need of volunteers for the Veterans Court services.

Stephanie Widner said there are over hundreds of residents requesting a TNVR program. She asked them to slow the growth of excess pets instead of euthanizing them.

Charlotte Bernhardt said she is a public civil servant. She discussed a petition asking for lowering the euthanasia rates. She said she submitted a petition for TNR. She said she organized peaceful protests and had over 50 cats pulled from a shelter and started a rescue. She discussed retaliation for peaceful protests.

John Daly said everybody is saying important things. He said he has rescued over 100 cats and he cannot do it anymore. He said the Board and Grady Judd need to do something. He said we love our animals and that this is not going to go away.

Meeting adjourned at 11:09 a.m.

Agenda Item G.1. 8/5/2025

SUBJECT

Approve CIP Amendment and budget transfer from the Chestnut Sidewalk Project to the Willow Ridge, Lake Seward, and Davenport Drainage Projects within the General Capital Improvement Fund ($2,800,000.00 one-time budget transfer)

DESCRIPTION

During the current fiscal year budget preparation, the Roads and Drainage Division was provided and budgeted $5,000,000.00 to construct the Chestnut Sidewalk Project which is now in the CIP Sidewalk Project. The cost estimate for this project has been decreased to $2,200,000.00.

With the $2,800,000.00 surplus, it is recommended that the board fund the following Drainage Projects from the Roads and Drainage Unfunded List:

Willow Ridge Drainage Project: $550,000.00 - This project will address flooding in a closed basin for events greater than the 100 yr. - 24 hr. storm event by installing a permanent pumping discharge line that will tie into the Kathleen Road drainage system that will take the flood waters out of the closed basin.

Lake Seward Drainage Project: $1,000,000.00 - This project will address flooding in a closed basin by installing a permanent pumping discharge line that will tie into the Tillery Road drainage system that will take the flood waters out of the closed basin.

Davenport Drainage Project: $1,250,000.00 - This project will reroute an existing drainage system that the County does not have easements over and move the drainage system into the County's right of way to eliminate any potential maintenance issues in the future.

RECOMMENDATION

Request Board approve a CIP Amendment and budget transfer from the Chestnut Sidewalk Project to the Willow Ridge, Lake Seward, and Davenport Drainage Projects within the General Capital Improvement Fund.

FISCAL IMPACT

Upon approved of the CIP Amendment, $2,800,000.00 will be transferred from the Roads and Drainage Sidewalk CIP Project to the newly established Drainage Projects within the General Capital Improvement Fund.

CONTACT INFORMATION

Mark Schmitz
Financial Administrator
Roads and Drainage Division
(863) 535-2308

Jay Jarvis
Director, PE
Roads and Drainage Division
(863) 535-2200

RECURRING PROGRAMS	PROJECT # 5400012	PAGE # 10

FY 2026-2030 Community Investment Program Budget Project Detail

GENERAL PROJECT DATA:		COMPREHENSIVE PLAN INFORMATION:		PROJECT NEED		PROJECT	FY 26	FY 27	FY 28	FY 29	FY 30
Project Title:		Project listed in CIE?	Yes	CRITERIA		SCHEDULE	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4
Sidewalk Projects		Comp. Plan reference:	Objective 3.202-E	Safety	X	Design/Arch					
Functional Area :	Roads and Drainage			Mandate		Land/ROW					
Department:		LOS/Concurrency Related:	No	Replace		Construct					
Location:	Polk County-Various Locations			Growth		Equipment					

PROJECT DESCRIPTION:

Candidate sidewalk projects requested by the public and other sources are evaluated and prioritized by the Sidewalk Advisory Committee based on their proximity to schools, pedestrian crash history, and corridor condition; among other categories. The prioritized sidewalk list is reviewed by the county staff and projects are constructed as the budget allows.

PROJECT RATIONALE (Include Additional LOS Detail, if necessary):

Program is required to enhance the safety of pedestrians, especially school age children.

OPERATING BUDGET IMPACT:	FUND / COST CENTER	
Fund 30801: Chestnut Sidewalk Project	14971.540152101	'11191.540559014
Fund 11208: Old Dixie Multi Use Sidewalk	11208.540559014	12265.620541010
Fund 11191: North Lake Fitness Trail Project	30801.540317001	
Fund 11199: Polk County Children and Pedestrian Safety Project (HUD)	11199.540559014	
Fund 11163: Inwood Elementary SRTS Sidewalk	11163.540559014	
Fund 11201: Maine Avenue Sidewalk Project	11201.540559014	
Fund 11164: Streetscape improvements East Orange East Crystal	11164.540559015	

REPLACEMENT COUNTY PROPERTY NO.: N/A

N/A

	Prior Cumulative	FY 25 Budget	FY 25 Projected Expenses	FY 26	FY 27	FY 28	FY 29	FY 30	FUTURE YEARS	Proposed Project Total
EXPENDITURE PLAN										
Design/Arch/Eng										
Land (or ROW)										
Construction	Ongoing	12,625,436	2,430,000	12,445,436	2,250,000	2,250,000	2,250,000	2,250,000		23,875,436
Other										
Equipment										
Total Project Cost	Ongoing	12,625,436	2,430,000	12,445,436	2,250,000	2,250,000	2,250,000	2,250,000		23,875,436
FUNDING PLAN										
Trans Millage Fund-14971	Ongoing	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000		12,000,000
12265 School Imp Fee	Ongoing	250,000	250,000	250,000	250,000	250,000	250,000	250,000		1,500,000
Grant Fund - 11208		2,000,335	15,000	1,985,335						2,000,335
Grant Fund - 11163		914,719	130,000	784,719						914,719
Grant Fund - 11164		800,000	5,000	795,000						800,000
Grant Fund - 11191		381,940	5,000	376,940						381,940
Grant Fund (HUD) -11199		850,000	5,000	845,000						850,000
Grant Fund - 11201		3,228,442	20,000	3,208,442						3,228,442
General Capital Fund-30801		2,200,000		2,200,000						2,200,000
Total Funding	Ongoing	12,625,436	2,430,000	12,445,436	2,250,000	2,250,000	2,250,000	2,250,000		23,875,436
OPERATING BUDGET IMPACT										
Personal Svc.										
Non-personal										
Capital										
Total Operating										

PROJECT # 5400270 PAGE # 74

FY 2026-2030 Community Investment Program Budget Project Detail

GENERAL PROJECT DATA:		COMPREHENSIVE PLAN INFORMATION:		PROJECT NEED CRITERIA		PROJECT SCHEDULE	FY 26				FY 27				FY 28				FY 29				FY 30			
							1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Project Title:		Project listed in CIE?	No			Design/Arch																				
Davenport Drainage Project		Comp. Plan reference:	3.104-B1,B2,B4	Safety	X	Land/ROW																				
Functional Area :	Roads and Drainage			Mandate		Construct																				
Department:		LOS/Concurrency Related:	Yes	Replace		Equipment																				
Location:	Davenport			Growth																						

PROJECT DESCRIPTION:
Drainage Project to include: James Street, Fuller Street, Murray Street, and 43rd Avenue.

PROJECT RATIONALE (Include Additional LOS Detail, if necessary):
Improve drainage capacity and efficiency.

OPERATING BUDGET IMPACT:

FUND / COST CENTER
'30801.540317001

REPLACEMENT COUNTY PROPERTY NO.: N/A
N/A

* Unused Funding from Chestnut Street One-Time funding in the Sidewalk CIP Project

	Prior Cumulative	FY 25 Budget	FY 25 Projected Expenses	FY 26	FY 27	FY 28	FY 29	FY 30	FUTURE YEARS	Proposed Project Total
EXPENDITURE PLAN										
Design/Arch/Eng		250,000		250,000						250,000
Land (or ROW)										
Construction		1,000,000		500,000	500,000					1,000,000
Other										
Equipment										
Total Project Cost	0	1,250,000	0	750,000	500,000	0	0	0	0	1,250,000
FUNDING PLAN										
General Capital Fund-30801		1,250,000		750,000	500,000					1,250,000
Total Funding	0	1,250,000	0	750,000	500,000	0	0	0	0	1,250,000
OPERATING BUDGET IMPACT										
Personal Svc.										
Non-personal										
Capital										
Total Operating										

PROJECT # 5400271 PAGE # 75

FY 2026-2030 Community Investment Program Budget Project Detail

GENERAL PROJECT DATA:		COMPREHENSIVE PLAN INFORMATION:		PROJECT NEED CRITERIA		PROJECT SCHEDULE	FY 26 1 2 3 4	FY 27 1 2 3 4	FY 28 1 2 3 4	FY 29 1 2 3 4	FY 30 1 2 3 4
Project Title:		Project listed in CIE?	No								
Willow Ridge Subdivision Drainage Project		Comp. Plan reference:	3.104-B1,B2,B4	Safety	X	Design/Arch					
Functional Area :	Roads and Drainage			Mandate		Land/ROW					
Department:		LOS/Concurrency Related:	Yes	Replace		Construct					
Location:	Davenport			Growth		Equipment					

PROJECT DESCRIPTION:
To upgrade and construct drainage improvements within the Willow Ridge Subdivision.

PROJECT RATIONALE (Include Additional LOS Detail, if necessary):
Increase drainage capacity and efficiency.

OPERATING BUDGET IMPACT:

FUND / COST CENTER
'30801.540317001

REPLACEMENT COUNTY PROPERTY NO.: N/A
N/A

* Unused Funding from Chestnut Street One-Time funding in the Sidewalk CIP Project

	Prior Cumulative	FY 25 Budget	FY 25 Projected Expenses	FY 26	FY 27	FY 28	FY 29	FY 30	FUTURE YEARS	Proposed Project Total
EXPENDITURE PLAN										
Design/Arch/Eng		150,000		150,000						150,000
Land (or ROW)										
Construction		400,000		400,000						400,000
Other										
Equipment										
Total Project Cost	0	550,000	0	550,000	0	0	0	0	0	550,000
FUNDING PLAN										
General Capital Fund-30801		550,000		550,000						550,000
Total Funding	0	550,000	0	550,000	0	0	0	0	0	550,000
OPERATING BUDGET IMPACT										
Personal Svc.										
Non-personal										
Capital										
Total Operating										

PROJECT #	5400272								PAGE #	76

FY 2026-2030 Community Investment Program Budget Project Detail

GENERAL PROJECT DATA:		COMPREHENSIVE PLAN INFORMATION:		PROJECT NEED CRITERIA		PROJECT SCHEDULE	FY 26	FY 27	FY 28	FY 29	FY 30
Project Title:		Project listed in CIE?	No				1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4
Lake Seward Drainage Project		Comp. Plan reference:	3.104-B1,B2,B4	Safety	X	Design/Arch					
Functional Area :	Roads and Drainage			Mandate		Land/ROW					
Department:		LOS/Concurrency Related:	Yes	Replace		Construct					
Location:	Davenport			Growth		Equipment					

PROJECT DESCRIPTION:

This project is located in Sections 15, Township 29 South, Ranges 24 East in south Lakeland. The project consists of hiring a consultant to design and permit a pumping system on Lake Seward; and improvements will be constructed when funding is available.

PROJECT RATIONALE (Include Additional LOS Detail, if necessary):

The Lake Seward area is a closed basin that has no positive outfall. Repetitive residential and road flooding has occurred in this area. The County, through the Federal Emergency Management Agency Hazard Mitigation Program has purchased one lot and the road has been elevated to allow emergency vehicle access. In 1996, a study was completed that listed potential solutions to the flooding problem in this area. In 2004, this study was updated. As this area becomes developed, drainage impacts may be worsened. Construction of a pumping system would increase the LOS and alleviate flooding.

OPERATING BUDGET IMPACT:

FUND / COST CENTER

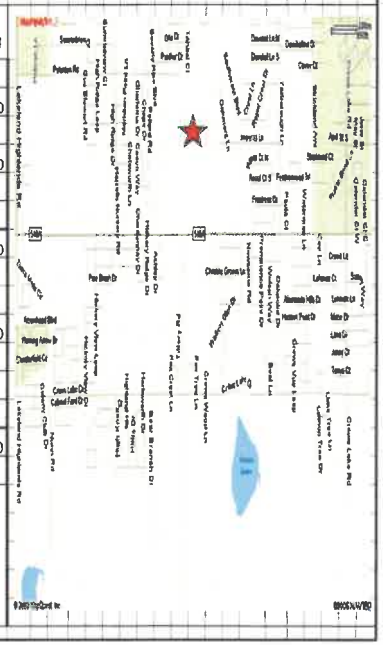
'30801.540317001

REPLACEMENT COUNTY PROPERTY NO.: N/A

N/A

* Unused Funding from Chestnut Street One-Time funding in the Sidewalk CIP Project

	Prior Cumulative	FY 25 Budget	FY 25 Projected Expenses	FY 26	FY 27	FY 28	FY 29	FY 30	FUTURE YEARS	Proposed Project Total
EXPENDITURE PLAN										
Design/Arch/Eng		200,000		200,000						200,000
Land (or ROW)										
Construction		800,000		400,000	400,000					800,000
Other										
Equipment										
Total Project Cost	0	1,000,000	0	600,000	400,000	0	0	0	0	1,000,000
FUNDING PLAN										
General Capital Fund-30801		1,000,000		600,000	400,000					1,000,000
Total Funding	0	1,000,000	0	600,000	400,000	0	0	0	0	1,000,000
OPERATING BUDGET IMPACT										
Personal Svc.										
Non-personal										
Capital										
Total Operating										



CIP BUDGET AMENDMENT REQUEST

(Used for all amendments/transfers per CIP Policy approved 2 September 2014)

Date	8/5/2025
CIP Project(s)	5400012/5400270/71/72
Division	Roads and Drainage
BRJ ID:	Mschmitz 8-5-25

For Transfers under CIP Policy 6.a and 6.b shown below | **For CIP Policy 6.b only**

	Amount **FROM**	Fund	Cost Center	Account	Project	Total Project Budget	% Decrease
TOTAL							

							% Increase
TOTAL	$ -						

JUSTIFICATION (Attached Current Fiscal Year CIP Detail Sheets)

APPROVALS

Division Director Approval:	Jay Jarig 7/7/25
Policy 6.a: Budget/Procurement	**Policy 6.b: County Management/Designee**
Christina Jones 7/9/25 (Date)	(Date)

6. **Amending the Adopted CIP** - Circumstances may arise during the fiscal year which makes it necessary to amend the Adopted CIP. Since many of the County's CIP projects span multiple years and funding sources, the Board considers certain variances of estimates to be reasonable and not require BoCC approval. The CIP may be amended as follows:

   a. The Budget and Procurement Director or designee may administratively approve changes to the funding source of a project, as long as the total project budget does not change.

   b. The County Manager or designee may approve project budget increases or decreases, which are less than 5% of the total project budget or $250,000 (whichever is less). Multiple amendments to the same project can be approved by the County Manager if the total is under 5% or $250,000.

For Transfers Requiring Board Approval | **Board Date:**

	Amount **FROM**	Fund	Cost Center	Account	Project
	$ 2,800,000	30801	540317001	5666000	5400012
TOTAL	$ 2,800,000				

	Amount **TO**	Fund	Cost Center	Account	Project
	$ 1,250,000	30801	540317001	5666000	5400270
	$ 550,000	30801	540317001	5666000	5400271
	$ 1,000,000	30801	540317001	5666000	5400272
TOTAL	$ 2,800,000				

Justification: See attached Agenda Backup

Requesting Division: FORWARD TO BUDGET & MANAGEMENT SERVICES (CA02) (Rev. 08-24)

Select Agenda Date:	**August 19th, 2025**
Select a Category:	Q. Consent Agenda
Select a Sub-Category:	Roads & Drainage Division
Select Approval Path:	**Fiscal Impact**
Recommend Move (To Regular)	**Yes**
Recommended "Move To" Category:	**I. County Manager**

SUBJECT:
Approve CIP Amendment and budget transfer from the Chestnut Sidewalk Project to the Willow Ridge, Lake Seward, and Davenport Drainage Projects within the General Capital Improvement Fund ($2,800,000.00 one-time budget transfer)

DESCRIPTION:
During the current fiscal year budget preparation, the Roads and Drainage Division was provided and budgeted $5,000,000.00 to construct the Chestnut Sidewalk Project which is now in the CIP Sidewalk Project. The cost estimate for this project has been decreased to $2,200,000.00.

With the $2,800,000.00 surplus, it is recommended that the board fund the following Drainage Projects from the Roads and Drainage Unfunded List:

Willow Ridge Drainage Project: $550,000.00
Lake Seward Drainage Project: $1,000,000.00
Davenport Drainage Project: $1,250,000.00

RECOMMENDATION:
Request Board approve a CIP Amendment and budget transfer from the Chestnut Sidewalk Project to the Willow Ridge, Lake Seward, and Davenport Drainage Projects within the General Capital Improvement Fund.

FISCAL IMPACT:
Upon approved of the CIP Amendment, $2,800,000.00 will be transferred from the Roads and Drainage Sidewalk CIP Project to the newly established Drainage Projects within the General Capital Improvement Fund.

CONTACT INFORMATION:
Mark Schmitz
Financial Administrator
Roads and Drainage Division
(863) 535-2308

Jay Jarvis
Director, PE
Roads and Drainage Division
(863) 535-2200

Agenda Item G.2. 8/5/2025

SUBJECT

Approve Amendment Five to the Master Purchase Agreement with Motorola Solutions, Inc. (total cost of 3 years $4,707,440.00 - Yr 1 $1,402,797.00, Yr 2 $1,563,414.00 and Yr 3 $1,741,229.00)

DESCRIPTION

On December 14, 2014, the Board approved a Master Purchase Agreement with Motorola for radio communication products, accessories and related services. Subsequent amendments were executed by the Board in 2016, 2019, and 2022 for system maintenance and equipment purchases.

A fifth amendment is now needed to execute a combined 3-year maintenance agreement for the Public Safety Radio System, Fire Rescue Paging System, Mutual Aid Radio System, Microwave Network, and Cybersecurity Services. Amendment number five will have a 3-year term from 10/1/2025 through 9/30/2028 at total cost of $4,707,440.00. Invoicing for year 1 = $1,402,797.00, year 2 = $1,563,414.00, and year 3 = 1,741,229.00.

RECOMMENDATION

Request Board approve the Fifth Amendment to Master Purchase Agreement 15-09 with Motorola Solutions, Inc.

FISCAL IMPACT

Funds are budgeted in the Radio Communications Fund for the upcoming fiscal year and will be budgeted in future fiscal years.

CONTACT INFORMATION

Paul Womble
Emergency Management Director
863-298-7000
paulwomble@polk-county.net

FIFTH AMENDMENT TO THE MASTER PURCHASE AGREEMENT FOR POLK COUNTY RADIO COMMUNICATIONS EQUIPMENT AND SERVICES

THIS FIFTHCONTRACT AMENDMENT ("Fifth Amendment") is made and entered into, to be effective _____ (the "Effective Date"), by and between Polk County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County") and Motorola Solutions, Inc. (hereinafter referred to as "Motorola"), a Delaware corporation, authorized to conduct business in the State of Florida, whose principal place of business is located at 1303 E. Algonquin Road, IL01, Schaumburg, IL 60196.

WITNESSETH:

WHEREAS, On December 14, 2014, the County and Motorola entered into a Master Purchase Agreement Motorola No. 14-90376 and County Contract No. 15-009 for the purchase and installation of radio communication equipment and services, including the provision of subscriber units (the "Agreement");

WHEREAS, the County and Motorola mutually agree to the terms and pricing Service Agreement No. USC000020671 for Public Safety Radio System Maintenance, Fire Rescue Paging System Maintenance, Mutual Aid Radio System Maintenance, Microwave Network Maintenance, and Cybersecurity Services.

NOWTHEREFORE, in consideration of the promises and the mutual covenants contained in the Agreement, the sufficiency and receipt of which is hereby acknowledged together, the parties agree as follows:

1. The County and Motorola agree to the pricing and terms for Service Agreement No. USC000020671 for each of the next three (3) years as set forth in Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the Effective Date.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

POLK COUNTY, a political subdivision of the State of Florida

BY: _____
T.R. Wilson Chairman
Board of County Commissioners

Date Signed by Chairman: _____

Reviewed as to form and legal sufficiency:

_____
County Attorney's Office Date

ATTEST:

BY: _____

(corporate seal)

MOTOROLA SOLUTIONS, INC.

BY: _____

Exhibit “A”

Statement of Work 3-Year Maintenance & Cybersecurity

MOTOROLA SOLUTIONS

Exhibit “A”

Statement of Work 3-Year Maintenance & Cybersecurity

Proposal

Polk County Radio Services

Polk County Maintenance Renewal 2025

June 12, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.
500 W Monroe Street, Suite 4400
Chicago, IL 60661-3781

June 12, 2025

Kourosh Bastani
Polk County Board of Commissioners
202 Bartow Municipal Airport
Bartow, FL 33830

RE: Polk County Maintenance Renewal 2025

Dear Mr. Bastani,

Motorola Solutions ("Motorola") appreciates the opportunity to provide you with quality communications services. The Motorola's team has taken great care to propose a Solution to address your needs and provide exceptional value.

This proposal consists of:

- ASTRO 25 Advanced System Support Services
  - Motorola Monitoring
  - Motorola Dispatch
  - Motorola Technical Support
  - Motorola Managed Detection and Response
  - Motorola OnSite System Support – Standard
  - Motorola Preventive Maintenance 1
  - Motorola Security Update Service
  - Motorola Remote Security Update Service
  - Motorola Repair and Return
  - Microwave Technical Support
  - NICE Logging Support
  - Paging Technical Support
  - MPLS Microwave Support

This proposal of services includes the delivery of a number of MSI centralized services and OnSite Support for your RF Sites, Dispatch Sites, NICE Logger, Paging Sites and MPLS Microwave Backhaul.

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This proposal is valid until October 1, 2025 and is subject to the terms and conditions of the enclosed Amendment Five. The pricing enclosed in this agreement assumes Polk County maintains an active SUA agreement. This pricing is subject to change if, at any time during the term of the agreement, a SUA agreement is not active. Polk County may accept this proposal and its terms by signing the enclosed Amendment Five and returning it to James Parker. Any questions you have regarding this proposal may be directed to James Parker, Customer Support Manager at (904) 832-6947 or james.parker3@motorolasolutions.com.

Our goal is to provide the best products and services available in the communications industry. We thank you for the opportunity to present our solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,
MOTOROLA SOLUTIONS, INC.

Wm. Ryan Bozman
Regional Services Manager – Florida

Table of Contents

Section 1
Scope of Services 1-1
1.1 Network Event Monitoring 1-1
1.2 Remote Technical Support 1-1
1.3 Network Hardware Repair 1-1
1.4 Remote Security Update Service (RSUS) 1-1
1.5 On-Site Infrastructure Response 1-1
1.6 Annual Preventative Maintenance 1-1
1.7 Microwave and MPLS Monitoring 1-2
1.8 Managed Detection and Response (MDR) 1-2
Section 2
Response Times and Support 2-1
2.1 Incident Management 2-1
2.2 Incident Priority Levels 2-1
2.3 Network Hardware Repair 2-2
2.4 Annual Preventative Maintenance 2-3
2.4.1 Preventative Maintenance Tasks 2-3
2.4.2 Site Performance Evaluation Procedures 2-11
2.4.3 System Configuration 2-11
Section 3
Equipment Coverage 3-1
3.1 P25 800 MHz FDMA Simulcast Radio System 3-1
3.1.1 Master Site 3-1
3.1.2 Prime Sites 3-1
3.1.3 Remote Sites 3-1
3.1.4 ASR Site 3-2
3.1.5 Logging Recorders 3-2
3.1.6 Dispatch Sites 3-2
3.1.7 Microwave Links 3-2
3.1.8 Point to Point Links 3-4
3.1.9 MPLS - SAR-A 3-4
3.1.10 MPLS - SAR-8 3-4
3.2 800 MHz Analog Simulcast Conventional Radio System 3-5
3.2.1 Primary Control Site 3-5
3.2.2 Remote Sites 3-5
3.3 VHF Analog Simulcast Conventional Paging System 3-6
3.3.1 Primary Control Site 3-6
3.3.2 Remote Sites 3-6
***3.4* Customer Responsibility 3-6**

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3.5 Internet Links 3-7
3.5.1 Point to Point Links 3-7
3.5.2 Point to Multipoint Links 3-7

Section 4
Pricing Detail 4-1
4.1 Pricing Summary 4-1
4.2 Link Pricing Breakdown 4-2

Section 5
Contractual Documentation 5-1

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Section 1

Scope of Services

Motorola Solutions is providing the following services to Polk County as part of the Advanced package:

1.1 Network Event Monitoring

Real-time, continuous ASTRO 25 radio communications network monitoring and event management. Using sophisticated tools for remote monitoring and event characterization, Motorola Solutions will assess events, determine the appropriate response, and initiate that response. Possible responses include remotely addressing the issue, escalation to product technical support groups, and dispatch of designated field technical resources.

1.2 Remote Technical Support

Motorola Solutions will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

1.3 Network Hardware Repair

Motorola Solutions will repair Motorola Solutions-manufactured infrastructure equipment and select third-party manufactured infrastructure equipment supplied by Motorola Solutions. Motorola Solutions coordinates the equipment repair logistics process.

1.4 Remote Security Update Service (RSUS)

Motorola Solutions will pre-test third-party security updates to verify they are compatible with the ASTRO 25 network, and remotely push the updates to the Customer's network.

1.5 On-Site Infrastructure Response

When needed to resolve equipment malfunctions, Motorola Solutions will dispatch qualified local technicians to the Customer's location to diagnose and restore the communications Network. Technicians will perform diagnostics on impacted hardware and replace defective components. The service technician's response time will be based on predefined incident priority levels.

1.6 Annual Preventative Maintenance

Qualified field service technicians will perform regularly scheduled operational testing and alignment of infrastructure and network components to verify those components comply with the original manufacturer's specifications.

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1.7 Microwave and MPLS Monitoring

Real-time, continuous “endpoint” event monitoring of backhaul network components, directing the Customer’s attention to potential disruptions to backhaul connections.

1.8 Managed Detection and Response (MDR)

Real-time, continuous ASTRO 25 radio network security elements monitoring by specialized security technologists with extensive experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, Motorola Solutions technologists have direct access to Motorola Solutions engineers for rapid resolution.

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Section 2

Response Times and Support

Proactive network monitoring and incident management are in place 24 hours a day, 7 days a week, 365 days a year through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization. The CMSO Service Desk is available at (800) MSI-HELP to receive, log, and classify requests for support.

Motorola Solutions' On-Site Infrastructure Response service provides incident management and escalation for on-site technical service requests. The service is delivered by the CMSO organization in cooperation with a local service provider.

2.1 Incident Management

The process for incident management is as follows:

- Customer opens a ticket via (800) MSI-HELP or a ticket is opened automatically based upon a network monitoring event.
- CMSO assigns a priority level to an incident, then initiates a response in accordance with the Customer Handling Procedure ("CHP").
- CMSO dispatches on-site resources from the local service provider, if required.
- CMSO monitors issue resolution and escalates as needed to ensure strict compliance to committed response times.

2.2 Incident Priority Levels

The table below describes the criteria Motorola Solutions uses to prioritize incidents and service requests, and lists the response times for those priority levels.

Incident Type*	Priority Level	Incident Definition	Initial Response Time	On-Site Response Time
Critical	P1	**Core:** Core server or core link failure. No redundant server or link available. **Sites/Subsites:** Primary site down. Two RF sites or more than 10% of RF sites down, whichever is Greater. **Consoles:** More than 40% of a site's console positions down. **Conventional Channels:** Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features:** Security is non-functional or Degraded. **Alarm Events:** Door, motion, intrusion, power failure, or environmental alarms triggered.	Response provided 24/7 until restoration Technical resource will acknowledge incident and respond within 30 minutes of CMSO logging incident	Response provided 24/7 until restoration Field service technician arrives on-site within 2 hours of receiving dispatch notification.

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Incident Type*	Priority Level	Incident Definition	Initial Response Time	On-Site Response Time
High	P2	**Core:** Core server or link failures. Redundant server or link available. **Consoles:** Between 20% and 40% of a site's console positions down. **Sites/Subsites:** One RF site or up to 10% of RF sites down, whichever is greater. Conventional Channels: Up to 50% of CCGWs down. Redundant gateways available. Network Elements: Site router, site switch, or GPS server down. No redundant networking element available. **Trunked Channels:** More than 33% Trunked Channels Down	Response provided 24/7 until restoration Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident	Response provided 24/7 until restoration Field service technician arrives on-site within 4 hours of receiving dispatch notification.
Medium	P3	**Consoles:** Up to 20% of a site's console positions down. **Conventional Channels:** Single channel down. Redundant gateway available. **Network Elements:** Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until restoration Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident	Response provided during normal business hours until restoration Field service technician arrives on-site within 8 hours of receiving dispatch notification.
Low	P4	**Service Requests:** Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Response provided during normal business hours. Motorola Solutions will acknowledge and respond within 1 business day.	Not applicable.

*Critical (P1) and Low (P4) incident priority levels do not apply to the Microwave and MPLS Monitoring Service

2.3 Network Hardware Repair

Motorola Solutions will provide hardware repair for Motorola Solutions and select third party infrastructure equipment supplied by Motorola Solutions. A Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions' equipment, and coordinates equipment repair logistics.

Infrastructure components are repaired at Motorola Solutions-authorized Infrastructure Depot Operations ("IDO"). At Motorola Solutions' discretion, select third-party infrastructure may be sent to the original equipment manufacturer or third-party vendor for repair.

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2.4 Annual Preventative Maintenance

Annual Preventative Maintenance provides annual operational tests on the Customer's infrastructure equipment to monitor its conformance to specifications. Motorola Solutions personnel will perform a series of maintenance tasks to keep network equipment functioning correctly. Annual Preventive Maintenance will be performed during standard business hours, unless otherwise agreed to in writing.

The Annual Preventative Maintenance service includes the tasks lists in this section.

2.4.1 Preventative Maintenance Tasks

The Preventive Maintenance service includes the tasks listed in this section.

PRIMARY SITE CHECKLIST – LEVEL 1	
Servers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Network Management (NM) Client Applications	Review Unified Event Manager (UEM) events and verify backhaul links are reported as operational. Review event log for persistent types. Verify all NM client applications are operating correctly.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to the Customer server.
Complete Backup	Verify backups have been completed or scheduled, and that data has been stored in accordance with the Customer's backup plan. Check that adequate storage space is available for backups.
Network Time Protocol (NTP)	Verify operation and syncing all devices.
Data Collection Devices (DCD) check (if present)	Verify data collection.
Anti-Virus	Verify anti-virus is enabled and that definition files on the core security management server were updated within two weeks of the current date.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in cooperative WAN routers. Carry out core router switchover in coordination with Customer.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in backhaul switches. Carry out core router switchover in coordination with Customer.

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PRIMARY SITE CHECKLIST – LEVEL 1	
Domain Controllers (non-Common Server Architecture)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to the Customer server.
Firewalls	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Logging Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	Check memory, HDD, CPU, and disk space utilization.
Software	
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to the Customer server.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Switches (continued)	
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Miscellaneous Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (Timing Reference Unit)	Check LEDs for proper operation.
Site Controllers	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.

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PRIMARY SITE CHECKLIST – LEVEL 1	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Controller Redundancy (Trunking)	Roll site controllers with no dropped audio.
Comparators	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.

DISPATCH SITE CHECKLIST – LEVEL 1	
General	
Inspect all Cables	Inspect all cables and connections to external interfaces are secure.
Mouse and Keyboard	Verify operation of mouse and keyboard.
Configuration File	Verify each operator position has access to required configuration files.
Console Operator Position Time	Verify console operator position time is consistent across all operator positions.
Screensaver	Verify screensaver set as Customer prefers.
Screen Performance	Verify screen operational and is not suffering from dead pixels or image burn-in that prevent user operation.
Touchscreen	Verify touchscreen operation, if present.
Cabling/Lights/Fans	Visual inspection of all equipment cabling, lights, and fans
Filters/Fans/Dust	Clean all equipment filters and fans and remove dust.
Monitor and Hard Drive	Confirm the monitor and hard drive do not "sleep".
DVD/CD	Verify and clean DVD or CD drive.
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files have been updated within two weeks of the current date.
Headset Unplugged Testing	
Speakers	Test all speakers for audio quality, volume, static, drop-outs, and excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational.
Radio On-Air Light	Verify radio on-air light comes on with TX (if applicable).
Headset Plugged In Testing	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise, static, or drop-outs.
Speaker Mute	Verify speaker mutes when muted.

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DISPATCH SITE CHECKLIST – LEVEL 1	
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise, static, or drop-outs.
Audio Switches	Verify audio switches to speaker when phone off-hook if interfaced to phones.
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone is off-hook, with mic switching to radio and muting phone during push-to-talk.

DISPATCH SITE CHECKLIST – LEVEL 1	
Other Tests	
Phone Status Light	Verify phone status light comes on when phone is off-hook (if applicable).
Desk Microphone Operation	Confirm desk mic operation (if applicable).
Radio Instant Recall Recorder (IRR) Operation	Verify radio IRR operational on Motorola dispatch (if applicable).
Telephone IRR Operation	Verify telephone IRR operational on Motorola dispatch, if on radio computer.
Recording	Verify operator position being recorded on long term logging recorder, if included in service agreement
Computer Performance Testing	
Computer Reboot	Reboot operator position computer.
Computer Operational	Confirm the client computer is fully operational (if applicable).
Audio Testing	
Conventional Resources	Confirm all conventional resources are functional, with adequate audio levels and quality.
Secure Mode	Confirm any secure talkgroups are operational in secure mode.
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions, at the Customer's discretion, and at a single operator position
Backup Resources	Confirm backup resources are operational.
Logging Equipment Testing	
Recording - AIS Test	Verify audio logging of trunked calls.
Recording	With Customer assistance, test operator position logging on recorder.
System Alarms	Review the alarm system on all logging equipment for errors.
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to the Customer server.
Playback Station (Motorola Provided)	
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Recall Audio	Verify that radio and telephone audio can be recalled.

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RF SITE CHECKLIST – LEVEL 1	
RF PM Checklist	
Equipment Alarms	Verify no warning or alarm indicators. Verify AC/DC converter, RMC have been wired correctly on D series site.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation, PCA screens indicating potential faults for proper operation
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back if the site has GTR stations. This test is not applicable for D series stations.
Trunking Site Controller Redundancy, ASTRO 25 Site Repeater only	Roll site controllers with no dropped audio if the site has GTR stations. This test is not applicable for D series stations.
PM Optimization Workbook	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.

MOSCAD CHECKLIST – LEVEL1	
MOSCAD Server	
Equipment Alarms	Verify no warning or alarms indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Log in to site devices to verify passwords. Document changes if any found.
MOSCAD Client	
Equipment Alarms	Verify no warning or alarm indicators.
Check Alarm / Event History	Review MOSCAD alarms and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
MOSCAD Client (continued)	
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to the Customer server.
MOSCAD RTUs	
Equipment Alarms	Verify no warning or alarm indicators.
Verify Connectivity	Verify connectivity
Password Verification	Site devices to verify passwords. Document changes if any are found.
Check Alarm/Event History	Review MOSCAD alarms and events to find if there are chronic issues.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to the Customer server.

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FACILITIES CHECKLIST – LEVEL 1	
Visual Inspection Exterior	
Antenna Site Registration Sign	Verify that the Antenna Site Registration sign is posted.
Warning Sign - Tower	Verify that a warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting and photocell.
Exterior of Building	Check the exterior of the building for damage and disrepair.
Fences / Gates	Check fences and gates for damage and disrepair.
Landscape / Access Road	Check the landscape and access road for accessibility.
Visual Inspection Interior	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware, including equipment, cables, panels, batteries, and racks, is in acceptable physical condition for normal operation.
Visual Inspection Interior (continued)	
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check for site and station FCC licensing indicating regulatory compliance.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
UPS	
Visual inspection (condition, cabling)	Check for damage, corrosion, physical connections, dirt and dust, and error indications.
Generator	
Visual Inspection	Check panel housing for cracks, rust, and weathering. Check physical connections for corrosion, dirt and dust, or other abnormal conditions.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for the proper level. Note the condition of oil.
Verify operation (no switchover)	Verify generator running and check ease or difficulty of start. Is the generator "throttling" or running smooth? Any loud unusual noise? Document any concerns or abnormal conditions.
Motorized Dampers	Check operation
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness.
Outdoor Unit	Check that the outdoor unit is unobstructed.

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FACILITIES CHECKLIST – LEVEL 1	
Wiring	Check wiring for insect and rodent damage.
Cooling / Heating	Check each HVAC unit for cooling/heating.
Motorized Dampers	Check operation.

MICROWAVE CHECKLIST – LEVEL 1	
General	
Transport Connectivity	Confirm transport performance by viewing UEM for site link warnings or errors.
Backhaul Monitoring	Monitor UEM status, including alarms, logs, and events, for all links. If UEM is not used to monitor microwaves, then use an approved vendor-provided microwave alarm management server.
Radio	
Alarms	Check alarm and event history.
Software	Verify version of application.
Radio (continued)	
TX Frequency	Verify transmit frequency.
TX Power	Verify transmit power.
RX Frequency	Verify receive frequency.
RX Signal Level	Verify receive signal level and compare with install baseline documentation.
Save configuration	Save current configuration for off-site storage.
Waveguide	
Visual Inspection	Inspect for wear or dents from ground using binoculars.
Connection Verification	Verify all connections are secured with proper hardware from ground using binoculars.

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MICROWAVE CHECKLIST – LEVEL 1	
Dehydrator	
Visual Inspection	Inspect the moisture window for proper color.
Pressure Verification	Verify pressure of all lines.
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes.
Run Hours	Record number of hours ran.

TOWER CHECKLIST – LEVEL 1	
Structure Condition	
Rust	Check the structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that the ladder system is secured to the tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check the paint condition.
Tower Lighting	
Lights/Markers	Verify all lights and markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to the tower.
Antennas and Lines	
Antennas	Visually inspect antennas for physical damage from ground using binoculars.
Transmission Lines	Verify that all transmission lines are secure on the tower.
Grounding	
Structure Grounds	Inspect grounding for damage or corrosion
Guy Wires	
Tower Guys	Visually inspect guy wires for fraying, loss of tension, or loss of connection.
Guy Wire Hardware	Check hardware for rust.
Concrete Condition	
Tower Base	Check for chips or cracks.

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2.4.2 Site Performance Evaluation Procedures

The Preventive Maintenance service includes the site performance evaluation procedures listed in this section.

ASTRO 25 GTR ESS SITE PERFORMANCE
Antennas
Transmit Antenna Data
Receive Antenna System Data
Tower Top Amplifier Data
FDMA Mode
Base Radio Transmitter Tests
Base Radio Receiver Tests
Base Radio Transmit RFDS Tests
Receive RFDS Tests with TTA (if applicable)
Receive RFDS Tests without TTA (if applicable)
TDMA Mode
Base Radio TDMA Transmitter Tests
Base Radio TDMA Receiver Tests
TDMA Transmit RFDS Tests
TDMA Receive RFDS Tests with 432 Diversity TTA
TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)
TDMA Receive RFDS Tests without TTA (if applicable)

2.4.3 System Configuration

System Configuration at Time of Proposal

System Configuration			
Core Configuration			
On-premises Master Site	1	1	1
On-premises DSR Site	0	1	1
System Level Features			
Standalone Servers (Critical Connect / Smart Connect)	1	2	2
MOSCAD NFM RTU (typically 1 per site location)	27	27	27
Network Management Clients	4	5	5
IMW Servers	1	2	2
Security Configuration			
AERSS Sensors	4	4	4

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System Configuration			
Firewalls	3	5	5
RF Site Configuration			
Virtual Prime Sites	2	2	2
RF Sites (include Simulcast sub-sites, ASR sites, HPD sites)	13	13	13
GTR 8000 Base Stations	258	258	258
Dispatch Site Configuration			
Dispatch Site Locations	3	3	3
MCC 7500 Dispatch Consoles	22	22	22
AIS	2	2	2
CCGWs	6	6	6
Third Party Elements			
NICE Logging recorders (IP, Telephony, or Analog) / Backup Servers - Purchased through Motorola	2/2	2/2	2/2

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Section 3

Equipment Coverage

This section delineates the major components that are covered under the agreement

3.1 P25 800 MHz FDMA Simulcast Radio System

Below are the major components of the Polk County public safety radio system.

3.1.1 Master Site

No.	Site Name	Classification	Major Equipment Covered
1	Bartow	Master Site	Core, Zone Controllers, IMW

3.1.2 Prime Sites

No.	Site Name	Classification	Major Equipment Covered
1	Auburndale	Virtualized Prime Site	Site Routers, Site Switches, Comparator & GPS Equipment
2	Bartow	Virtualized Prime Site	Site Routers, Site Switches, Comparator & GPS Equipment

3.1.3 Remote Sites

No.	Site Name	Classification	Major Equipment Covered
1	Auburndale	(21) Channel Remote Site	Site Routers, Site Switches, Repeaters, & GPS Equipment
2	Bartow	(21) Channel Remote Site	Site Routers, Site Switches, Repeaters, & GPS Equipment
3	Dundee	(21) Channel Remote Site	Site Routers, Site Switches, Repeaters, & GPS Equipment
4	Fire Station 112	(21) Channel Remote Site	Site Routers, Site Switches, Repeaters, & GPS Equipment
5	Frostproof	(21) Channel Remote Site	Site Routers, Site Switches, Repeaters, & GPS Equipment
6	Indian Lakes Estates	(21) Channel Remote Site	Site Routers, Site Switches, Repeaters, & GPS Equipment
7	Kathleen	(21) Channel Remote Site	Site Routers, Site Switches, Repeaters, & GPS Equipment
8	Lakeland	(21) Channel Remote Site	Site Routers, Site Switches, Repeaters, & GPS Equipment

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No.	Site Name	Classification	Major Equipment Covered
9	Loughman	(21) Channel Remote Site	Site Routers, Site Switches, Repeaters, & GPS Equipment
10	Mulberry	(21) Channel Remote Site	Site Routers, Site Switches, Repeaters, & GPS Equipment
11	Polk Correctional Institution	(21) Channel Remote Site	Site Routers, Site Switches, Repeaters, & GPS Equipment
12	Welcome	(21) Channel Remote Site	Site Routers, Site Switches, Repeaters, & GPS Equipment

3.1.4 ASR Site

No.	Site Name	Classification	Major Equipment Covered
1	Bartow	(4) Channel Remote Site	Site Routers, Site Switches, Repeaters, & GPS Equipment

3.1.5 Logging Recorders

No.	Site Name	Classification	Major Equipment Covered
1	Bartow (Master)	NICE Logging Recorder	(2) Archiving Interface Servers, (2) Logging Recorders, (2) Logging Backup Servers, (1) Inform Server

3.1.6 Dispatch Sites

No.	Site Name	Classification	Major Equipment Covered
1	Bartow (Master)	(2) Dispatch Positions (2) Provisioning Manager Clients	MCC 7500 with Voice Processing Module
2	Emergency Communications Center	(22) Dispatch Positions (1) Provisioning Manager Client	MCC 7500 with Voice Processing Module
3	Polk County Radio Services	(1) Dispatch Position (1) Provisioning Manager Client	MCC 7500e with Audio Interface Module

3.1.7 Microwave Links

No.	Site 1	Site 2	Description	Frequency Band	Payload Capacity
1	Auburndale	Dundee	MNI Proteus MX	6 GHz	299 Mbps

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No.	Site 1	Site 2	Description	Frequency Band	Payload Capacity
2	Auburndale	Polk Correctional Institution	MNI Proteus MX	6 GHz	105 Mbps
3	Auburndale	Public Safety Complex 1	MNI Proteus MX	6 GHz	347 Mbps
4	Auburndale	Public Safety Complex 2	MNI Proteus MX	6 GHz	347 Mbps
5	Bartow	Frostproof	MNI Proteus MX	6 GHz	267 Mbps
6	Bartow	Lakeland	MNI Proteus MX	6 GHz	134 Mbps
7	Bartow	Public Safety Complex	MNI Proteus MX	6 GHz	134 Mbps
8	Bartow	Welcome	MNI Proteus MX	6 GHz	134 Mbps
9	Dundee	Indian Lakes Estates	MNI Proteus MX	6 GHz	45 Mbps
10	Dundee	Loughman	MNI Proteus MX	6 GHz	45 Mbps
11	Frostproof	South County Jail	MNI Proteus MX	6 GHz	191 Mbps
12	Frostproof	Indian Lakes Estates	MNI Proteus MX	6 GHz	45 Mbps
13	Frostproof	Welcome	MNI Proteus MX	6 GHz	155 Mbps
14	Kathleen	Polk Correctional Institution 1	MNI Proteus MX	6 GHz	191 Mbps
15	Kathleen	Polk Correctional Institution 2	MNI Proteus MX	6 GHz	191 Mbps
16	Kathleen	Mulberry 1	MNI Proteus MX	6 GHz	312 Mbps
17	Kathleen	Mulberry 2	MNI Proteus MX	6 GHz	312 Mbps
18	Lakeland	Polk Correctional Institution	MNI Proteus MX	6 GHz	134 Mbps
19	Loughman	Fire Station 112	MNI Proteus MX	6 GHz	45 Mbps
20	Mulberry	Welcome 1	MNI Proteus MX	6 GHz	312 Mbps
21	Mulberry	Welcome 2	MNI Proteus MX	6 GHz	312 Mbps
22	Polk Correctional Institution	Fire Station 112	MNI Proteus MX	6 GHz	45 Mbps

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3.1.8 Point to Point Links

No.	Site 1	Site 2	Manufacturer	Model	Frequency Band
1	Bartow	Public Safety Complex	Cambium	PTP820G	11 GHz
2	Public Safety Complex	Bartow (Airbase)	Cambium	PTP820G	11 GHz
3	Public Safety Complex	Dundee	Cambium	PTP670	5.8GHz
4	Polk Correctional Institution	Northridge	Cambium	PTP670	5.8GHz
5	Airbase	Bartow	Cambium	PTP670	11 GHz

3.1.9 MPLS - SAR-A

No.	Site Name	Manufacturer	Model
1	Bartow (Airbase)	Nokia	SAR-A
2	Bartow Police Department	Nokia	SAR-A
3	Emergency Communications Center 1	Nokia	SAR-A
4	Emergency Communications Center 2	Nokia	SAR-A
5	Lakeland Government Center	Nokia	SAR-A
6	Lakeland Police Department	Nokia	SAR-A
7	Polk County Emergency Operations Center	Nokia	SAR-A
8	Polk County Public Schools	Nokia	SAR-A
9	Polk County Radio Services	Nokia	SAR-A
10	Polk County Sheriff's Office	Nokia	SAR-A

3.1.10 MPLS - SAR-8

No.	Site Name	Manufacturer	Model
1	Auburndale	Nokia	SAR-8
2	Bartow (Conventional)	Nokia	SAR-8
3	Bartow (Courthouse)	Nokia	SAR-8
4	Bartow (Master) 1	Nokia	SAR-8
5	Bartow (Master) 2	Nokia	SAR-8
6	Bartow (Microwave) 1	Nokia	SAR-8
7	Bartow (Microwave) 2	Nokia	SAR-8
8	Dundee	Nokia	SAR-8

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No.	Site Name	Manufacturer	Model
9	Fire Station 112	Nokia	SAR-8
10	Frostproof	Nokia	SAR-8
11	Indian Lakes Estates	Nokia	SAR-8
12	Kathleen	Nokia	SAR-8
13	Lakeland	Nokia	SAR-8
14	Loughman	Nokia	SAR-8
15	Mulberry	Nokia	SAR-8
16	Northridge	Nokia	SAR-8
17	Polk Correctional Institution	Nokia	SAR-8
18	Public Safety Complex 1	Nokia	SAR-8
19	Public Safety Complex 2	Nokia	SAR-8
20	South County Jail	Nokia	SAR-8
21	Welcome	Nokia	SAR-8

3.2 800 MHz Analog Simulcast Conventional Radio System

Below are the major components of the Polk County mutual aid 800 MHz analog conventional radio system.

3.2.1 Primary Control Site

No.	Site Name	Channel Name(s)	Major Equipment Covered
1	Bartow	8CALL90 8TAC94	MLC8000 Comparators

3.2.2 Remote Sites

No.	Site Name	Channel Name(s)	Major Equipment Covered
1	Bartow	8CALL90 8TAC94	MLC8000 Comparators, GTR8000 Repeaters
2	Dundee	8CALL90 8TAC94	MLC8000 Comparators, GTR8000 Repeaters
3	Frostproof	8CALL90 8TAC94	MLC8000 Comparators, GTR8000 Repeaters
4	Indian Lakes Estates	8CALL90 8TAC94	MLC8000 Comparators, GTR8000 Repeaters

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No.	Site Name	Channel Name(s)	Major Equipment Covered
5	Polk Correctional Institution	8CALL90 8TAC94	MLC8000 Comparators, GTR8000 Repeaters

3.3 VHF Analog Simulcast Conventional Paging System

Below are the major components of the Polk County VHF analog simulcast conventional paging system.

3.3.1 Primary Control Site

No.	Site Name	Major Equipment Covered
1	Emergency Communications Center	(2) RCOMM Paging Controllers

3.3.2 Remote Sites

No.	Site Name	Major Equipment Covered
1	Bartow	(2) RCOMM Paging Controllers
2	Dundee	MLC8000 Comparator, Zetron Model 66 Controller, ISC Paging Station
3	Frostproof	MLC8000 Comparator, Zetron Model 66 Controller, ISC Paging Station
4	Indian Lakes Estates	MLC8000 Comparator, Zetron Model 66 Controller, ISC Paging Station
5	Kathleen	MLC8000 Comparator, Zetron Model 66 Controller, ISC Paging Station
6	Loughman	MLC8000 Comparator, Zetron Model 66 Controller, ISC Paging Station
7	Mulberry	MLC8000 Comparator, Zetron Model 66 Controller, ISC Paging Station
8	Polk Correctional Institution	MLC8000 Comparator, Zetron Model 66 Controller, ISC Paging Station
9	Welcome	MLC8000 Comparator, Zetron Model 66 Controller, ISC Paging Station

3.4 Customer Responsibility

Provide remote access upon request for troubleshooting & maintenance purposes.

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3.5 Internet Links

Below are the major components of the Polk County network that provide Internet connectivity from the Public Safety Complex to various endpoint facilities. These components are covered as labor only, no equipment repair is included in this service agreement. It is the customer's responsibility to have working spare equipment on hand prior to a technician being dispatched for repair services. Equipment removal is not included as part of this agreement.

3.5.1 Point to Point Links

No.	Site 1	Site 2	Manufacturer	Model	Frequency Band	Height	Support Timeframe
1	Bartow	Lake Wales Tax Collector	Cambium	PTP670	5.8 GHz	TC	8x5
2	Frostproof	Sun Ray Water Tower	Cambium	PTP670	5.8 GHz	TC	8x5
3	Lakeland	Lakeland Government Center	Cambium	PTP670	5.8 GHz	Site 1 TC Site 2 Rooftop Access	8x5
4	Northridge	Loughman	Cambium	PTP670	5.8 GHz	TC	8x5
5	Public Safety Complex	Polk County Sheriff's Office - Fleet	Cambium	PTP670	5.8 GHz	Site 1 TC Site 2 Fire Truck	24x7

3.5.2 Point to Multipoint Links

No.	Site 1	Site 2	Manufacturer	Model	Frequency Band	Height	Support Timeframe
1	Bartow	Polk County Sheriff's Office - Juvenile Justice Department	Cambium	PMP450l	5.1 GHz	50'	8x5
2	Bartow	Polk County Sheriff's Office - School Resource	Cambium	PMP450l	5.1 GHz	70'	8x5
3	Bartow	Polk County Sheriff's Office - Weekend Work Detail	Cambium	PMP450l	5.1 GHz	20'	24x7

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No.	Site 1	Site 2	Manufacturer	Model	Frequency Band	Height	Support Timeframe
4	Bartow	Polk County Sheriff's Office - Detention Warehouse	Cambium	PMP450l	5.1 GHz	15'	8x5
5	Northridge	Polk County Utilities - Van Fleet	Cambium	PMP450l	5.1 GHz	100'	8x5
6	Polk Correctional Institution	Lake Alfred Police Department	Cambium	PMP450l	5.1 GHz	60'	24x7
7	Public Safety Complex	Auburndale Police Department	Cambium	PMP450l	5.1 GHz	65'	24x7
8	Sun Ray Water Tower	Sun Ray Water Treatment Plant	Cambium	PMP450l	5.1 GHz	10'	8x5

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Section 4

Pricing Detail

4.1 Pricing Summary

Description	Price
ASTRO System Advanced Package	$905,327.40
Microwave Services	$339,340.00
Cyber Security	$158,129.60
Year 1 Total	**$1,402,797.00**

Description	Price
ASTRO System Advanced Package	$995,204.28
Microwave Services	$403,485.00
Cyber Security	$164,724.72
Year 2 Total	**$1,563,414.00**

Description	Price
ASTRO System Advanced Package	$1,152,422.14
Microwave Services	$418,337.25
Cyber Security	$170,469.61
Year 3 Total	**$1,741,229.00**

Description	Price
3-year Total	**$4,707,440.00**

*Pricing is valid until October 1, 2025. Pricing is subject to an active SUA agreement. Motorola has the ability to reprice this offer at any time during the term of the agreement should Polk County not maintain an active SUA agreement.

Included in the above “Microwave Services” pricing:

IWA Paging Annual Price Breakdown:

- Year 1 (10/1/2025 - 9/30/2026) = $36,898.18
- Year 2 (10/1/2026 - 9/30/2027) = $41,210.47
- Year 3 (10/1/2027 - 9/30/2028) = $45,808.71

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Mutual Aid Annual Price Breakdown:

- Year 1 (10/1/2025 - 9/30/2026) = $17,800.00
- Year 2 (10/1/2026 - 9/30/2027) = $18,562.00
- Year 3 (10/1/2027 - 9/30/2028) = $19,304.48

4.2 Link Pricing Breakdown

Year 1 (10/1/2025 – 9/30/2026)

Microwave Links & MPLS

No.	Site 1	Site 2	Description	Frequency Band	Payload Capacity	Support	Price for Link
1	Auburndale	Dundee	MNI Proteus MX	6 GHz	299 Mbps	24x7	$7,400.00
2	Auburndale	Polk Correctional Institution	MNI Proteus MX	6 GHz	105 Mbps	24x7	$7,400.00
3	Auburndale	Public Safety Complex 1	MNI Proteus MX	6 GHz	347 Mbps	24x7	$7,400.00
4	Auburndale	Public Safety Complex 2	MNI Proteus MX	6 GHz	347 Mbps	24x7	$7,400.00
5	Bartow	Frostproof	MNI Proteus MX	6 GHz	267 Mbps	24x7	$7,400.00
6	Bartow	Lakeland	MNI Proteus MX	6 GHz	134 Mbps	24x7	$7,400.00
7	Bartow	Public Safety Complex	MNI Proteus MX	6 GHz	134 Mbps	24x7	$7,400.00
8	Bartow	Welcome	MNI Proteus MX	6 GHz	134 Mbps	24x7	$7,400.00
9	Dundee	Indian Lakes Estates	MNI Proteus MX	6 GHz	45 Mbps	24x7	$7,400.00
10	Dundee	Loughman	MNI Proteus MX	6 GHz	45 Mbps	24x7	$7,400.00
11	Frostproof	South County Jail	MNI Proteus MX	6 GHz	191 Mbps	24x7	$7,400.00
12	Frostproof	Indian Lakes Estates	MNI Proteus MX	6 GHz	45 Mbps	24x7	$7,400.00
13	Frostproof	Welcome	MNI Proteus MX	6 GHz	155 Mbps	24x7	$7,400.00
14	Kathleen	Polk Correctional Institution 1	MNI Proteus MX	6 GHz	191 Mbps	24x7	$7,400.00

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No.	Site 1	Site 2	Description	Frequency Band	Payload Capacity	Support	Price for Link
15	Kathleen	Polk Correctional Institution 2	MNI Proteus MX	6 GHz	191 Mbps	24x7	$7,400.00
16	Kathleen	Mulberry 1	MNI Proteus MX	6 GHz	312 Mbps	24x7	$7,400.00
17	Kathleen	Mulberry 2	MNI Proteus MX	6 GHz	312 Mbps	24x7	$7,400.00
18	Lakeland	Polk Correctional Institution	MNI Proteus MX	6 GHz	134 Mbps	24x7	$7,400.00
19	Loughman	Fire Station 112	MNI Proteus MX	6 GHz	45 Mbps	24x7	$7,400.00
20	Mulberry	Welcome 1	MNI Proteus MX	6 GHz	312 Mbps	24x7	$7,400.00
21	Mulberry	Welcome 2	MNI Proteus MX	6 GHz	312 Mbps	24x7	$7,400.00
22	Polk Correctional Institution	Fire Station 112	MNI Proteus MX	6 GHz	45 Mbps	24x7	$7,400.00

Cambium Point-to-Point Links Between Towers for MPLS

No.	Site 1	Site 2	Manufacturer	Model	Frequency Band	Support	Price for Link
1	Bartow	Public Safety Complex	Cambium	PTP820G	11 GHz	24x7	$2,420.00
2	Public Safety Complex	Bartow (Airbase)	Cambium	PTP820G	11 GHz	24x7	$2,420.00
3	Public Safety Complex	Dundee	Cambium	PTP670	5.8GHz	24x7	$2,420.00
4	Polk Correctional Institution	Northridge	Cambium	PTP670	5.8GHz	24x7	$2,420.00
5	Airbase	Bartow	Cambium	PTP670	11 GHz	8x5	$2,420.00

Cambium Point-to-Point Links for Internet

No.	Site 1	Site 2	Description	Frequency Band	Height	Support	Price for Link
1	Bartow	Lake Wales Tax Collector	PTP670	5.8 GHz	Tower Climb	8x5	$2,420.00
2	Frostproof	Sun Ray Water Tower	PTP670	5.8 GHz	Tower Climb	8x5	$2,420.00

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No.	Site 1	Site 2	Description	Frequency Band	Height	Support	Price for Link
3	Lakeland	Lakeland Government Center	PTP670	5.8 GHz	Site 1 - Tower Climb Site 2 - Rooftop	8x5	$2,420.00
4	Northridge	Loughman	PTP670	5.8 GHz	Tower Climb	8x5	$2,420.00
5	Public Safety Complex	Polk County Sheriff's Office - Fleet	PTP670	5.8 GHz	Site 1 - Tower Climb Site 2 - Fire Truck	24x7	$2,420.00

Cambium Point-to-Multipoint Links for Internet

No.	Site 1	Site 2	Description	Frequency Band	Height	Support	Price for Link
1	Bartow	Polk County Sheriff's Office - Juvenile Justice Department	PMP450l	5.1 GHz	50'	8x5	$2,420.00
2	Bartow	Polk County Sheriff's Office - School Resource	PMP450l	5.1 GHz	70'	8x5	$2,420.00
3	Bartow	Polk County Sheriff's Office - Weekend Work Detail	PMP450l	5.1 GHz	20'	24x7	$2,420.00
4	Bartow	Polk County Sheriff's Office - Detention Warehouse	PMP450l	5.1 GHz	15'	8x5	$2,420.00
5	Northridge	Polk County Utilities - Van Fleet	PMP450l	5.1 GHz	100'	8x5	$2,420.00
6	Polk Correctional Institution	Lake Alfred Police Department	PMP450l	5.1 GHz	60'	24x7	$2,420.00

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No.	Site 1	Site 2	Description	Frequency Band	Height	Support	Price for Link
7	Public Safety Complex	Auburndale Police Department	PMP450I	5.1 GHz	65’	24x7	$2,420.00
8	Sun Ray Water Tower	Sun Ray Water Treatment Plant	PMP450I	5.1 GHz	10’	8x5	$2,420.00

MPLS SAR-A

No.	Site Name	Manufacturer	Model	Price for Link
1	Bartow (Airbase)	Nokia	SAR-A	$2,525.22
2	Bartow Police Department	Nokia	SAR-A	$2,525.22
3	Emergency Communications Center 1	Nokia	SAR-A	$2,525.22
4	Emergency Communications Center 2	Nokia	SAR-A	$2,525.22
5	Lakeland Government Center	Nokia	SAR-A	$2,525.22
6	Lakeland Police Department	Nokia	SAR-A	$2,525.22
7	Polk County Emergency Operations Center	Nokia	SAR-A	$2,525.22
8	Polk County Public Schools	Nokia	SAR-A	$2,525.22
9	Polk County Radio Services	Nokia	SAR-A	$2,525.22
10	Polk County Sheriff’s Office	Nokia	SAR-A	$2,525.22

MPLS SAR-8

No.	Site Name	Manufacturer	Model	Price for Link
1	Auburndale	Nokia	SAR-8	$2,525.22
2	Bartow (Conventional)	Nokia	SAR-8	$2,525.22
3	Bartow (Courthouse)	Nokia	SAR-8	$2,525.22
4	Bartow (Master) 1	Nokia	SAR-8	$2,525.22
5	Bartow (Master) 2	Nokia	SAR-8	$2,525.22
6	Bartow (Microwave) 1	Nokia	SAR-8	$2,525.22
7	Bartow (Microwave) 2	Nokia	SAR-8	$2,525.22
8	Dundee	Nokia	SAR-8	$2,525.22
9	Fire Station 112	Nokia	SAR-8	$2,525.22
10	Frostproof	Nokia	SAR-8	$2,525.22
11	Indian Lakes Estates	Nokia	SAR-8	$2,525.22
12	Kathleen	Nokia	SAR-8	$2,525.22

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No.	Site Name	Manufacturer	Model	Price for Link
13	Lakeland	Nokia	SAR-8	$2,525.22
14	Loughman	Nokia	SAR-8	$2,525.22
15	Mulberry	Nokia	SAR-8	$2,525.22
16	Northridge	Nokia	SAR-8	$2,525.22
17	Polk Correctional Institution	Nokia	SAR-8	$2,525.22
18	Public Safety Complex 1	Nokia	SAR-8	$2,525.22
19	Public Safety Complex 2	Nokia	SAR-8	$2,525.22
20	South County Jail	Nokia	SAR-8	$2,525.22
21	Welcome	Nokia	SAR-8	$2,525.22

Year 2 (10/1/2026 – 9/30/2027)

Microwave Links & MPLS

No.	Site 1	Site 2	Description	Frequency Band	Payload Capacity	Support	Price for Link
1	Auburndale	Dundee	MNI Proteus MX	6 GHz	299 Mbps	24x7	$7,696.00
2	Auburndale	Polk Correctional Institution	MNI Proteus MX	6 GHz	105 Mbps	24x7	$7,696.00
3	Auburndale	Public Safety Complex 1	MNI Proteus MX	6 GHz	347 Mbps	24x7	$7,696.00
4	Auburndale	Public Safety Complex 2	MNI Proteus MX	6 GHz	347 Mbps	24x7	$7,696.00
5	Bartow	Frostproof	MNI Proteus MX	6 GHz	267 Mbps	24x7	$7,696.00
6	Bartow	Lakeland	MNI Proteus MX	6 GHz	134 Mbps	24x7	$7,696.00
7	Bartow	Public Safety Complex	MNI Proteus MX	6 GHz	134 Mbps	24x7	$7,696.00
8	Bartow	Welcome	MNI Proteus MX	6 GHz	134 Mbps	24x7	$7,696.00
9	Dundee	Indian Lakes Estates	MNI Proteus MX	6 GHz	45 Mbps	24x7	$7,696.00
10	Dundee	Loughman	MNI Proteus MX	6 GHz	45 Mbps	24x7	$7,696.00
11	Frostproof	South County Jail	MNI Proteus MX	6 GHz	191 Mbps	24x7	$7,696.00
12	Frostproof	Indian Lakes Estates	MNI Proteus MX	6 GHz	45 Mbps	24x7	$7,696.00

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No.	Site 1	Site 2	Description	Frequency Band	Payload Capacity	Support	Price for Link
13	Frostproof	Welcome	MNI Proteus MX	6 GHz	155 Mbps	24x7	$7,696.00
14	Kathleen	Polk Correctional Institution 1	MNI Proteus MX	6 GHz	191 Mbps	24x7	$7,696.00
15	Kathleen	Polk Correctional Institution 2	MNI Proteus MX	6 GHz	191 Mbps	24x7	$7,696.00
16	Kathleen	Mulberry 1	MNI Proteus MX	6 GHz	312 Mbps	24x7	$7,696.00
17	Kathleen	Mulberry 2	MNI Proteus MX	6 GHz	312 Mbps	24x7	$7,696.00
18	Lakeland	Polk Correctional Institution	MNI Proteus MX	6 GHz	134 Mbps	24x7	$7,696.00
19	Loughman	Fire Station 112	MNI Proteus MX	6 GHz	45 Mbps	24x7	$7,696.00
20	Mulberry	Welcome 1	MNI Proteus MX	6 GHz	312 Mbps	24x7	$7,696.00
21	Mulberry	Welcome 2	MNI Proteus MX	6 GHz	312 Mbps	24x7	$7,696.00
22	Polk Correctional Institution	Fire Station 112	MNI Proteus MX	6 GHz	45 Mbps	24x7	$7,696.00

Cambium Point-to-Point Links Between Towers for MPLS

No.	Site 1	Site 2	Manufacturer	Model	Frequency Band	Support	Price for Link
1	Bartow	Public Safety Complex	Cambium	PTP820G	11 GHz	24x7	$2,420.00
2	Public Safety Complex	Bartow (Airbase)	Cambium	PTP820G	11 GHz	24x7	$2,420.00
3	Public Safety Complex	Dundee	Cambium	PTP670	5.8GHz	24x7	$2,420.00
4	Polk Correctional Institution	Northridge	Cambium	PTP670	5.8GHz	24x7	$2,420.00
5	Airbase	Bartow	Cambium	PTP670	11 GHz	8x5	$2,420.00

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Cambium Point-to-Point Links for Internet

No.	Site 1	Site 2	Description	Frequency Band	Height	Support	Price for Link
1	Bartow	Lake Wales Tax Collector	PTP670	5.8 GHz	Tower Climb	8x5	$2,420.00
2	Frostproof	Sun Ray Water Tower	PTP670	5.8 GHz	Tower Climb	8x5	$2,420.00
3	Lakeland	Lakeland Government Center	PTP670	5.8 GHz	Site 1 - Tower Climb Site 2 - Rooftop	8x5	$2,420.00
4	Northridge	Loughman	PTP670	5.8 GHz	Tower Climb	8x5	$2,420.00
5	Public Safety Complex	Polk County Sheriff's Office - Fleet	PTP670	5.8 GHz	Site 1 - Tower Climb Site 2 - Fire Truck	24x7	$2,420.00

Cambium Point-to-Multipoint Links for Internet

No.	Site 1	Site 2	Description	Frequency Band	Height	Support	Price for Link
1	Bartow	Polk County Sheriff's Office - Juvenile Justice Department	PMP450l	5.1 GHz	50'	8x5	$2,420.00
2	Bartow	Polk County Sheriff's Office - School Resource	PMP450l	5.1 GHz	70'	8x5	$2,420.00
3	Bartow	Polk County Sheriff's Office - Weekend Work Detail	PMP450l	5.1 GHz	20'	24x7	$2,420.00
4	Bartow	Polk County Sheriff's Office - Detention Warehouse	PMP450l	5.1 GHz	15'	8x5	$2,420.00
5	Northridge	Polk County Utilities - Van Fleet	PMP450l	5.1 GHz	100'	8x5	$2,420.00

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No.	Site 1	Site 2	Description	Frequency Band	Height	Support	Price for Link
6	Polk Correctional Institution	Lake Alfred Police Department	PMP450l	5.1 GHz	60’	24x7	$2,420.00
7	Public Safety Complex	Auburndale Police Department	PMP450l	5.1 GHz	65’	24x7	$2,420.00
8	Sun Ray Water Tower	Sun Ray Water Treatment Plant	PMP450l	5.1 GHz	10’	8x5	$2,420.00

MPLS SAR-A

No.	Site Name	Manufacturer	Model	Price for Link
1	Bartow (Airbase)	Nokia	SAR-A	$4,220.66
2	Bartow Police Department	Nokia	SAR-A	$4,220.66
3	Emergency Communications Center 1	Nokia	SAR-A	$4,220.66
4	Emergency Communications Center 2	Nokia	SAR-A	$4,220.66
5	Lakeland Government Center	Nokia	SAR-A	$4,220.66
6	Lakeland Police Department	Nokia	SAR-A	$4,220.66
7	Polk County Emergency Operations Center	Nokia	SAR-A	$4,220.66
8	Polk County Public Schools	Nokia	SAR-A	$4,220.66
9	Polk County Radio Services	Nokia	SAR-A	$4,220.66
10	Polk County Sheriff’s Office	Nokia	SAR-A	$4,220.66

MPLS SAR-8

No.	Site Name	Manufacturer	Model	Price for Link
1	Auburndale	Nokia	SAR-8	$4,220.66
2	Bartow (Conventional)	Nokia	SAR-8	$4,220.66
3	Bartow (Courthouse)	Nokia	SAR-8	$4,220.66
4	Bartow (Master) 1	Nokia	SAR-8	$4,220.66
5	Bartow (Master) 2	Nokia	SAR-8	$4,220.66
6	Bartow (Microwave) 1	Nokia	SAR-8	$4,220.66
7	Bartow (Microwave) 2	Nokia	SAR-8	$4,220.66
8	Dundee	Nokia	SAR-8	$4,220.66
9	Fire Station 112	Nokia	SAR-8	$4,220.66
10	Frostproof	Nokia	SAR-8	$4,220.66

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Motorola Solutions Confidential Restricted

No.	Site Name	Manufacturer	Model	Price for Link
11	Indian Lakes Estates	Nokia	SAR-8	$4,220.66
12	Kathleen	Nokia	SAR-8	$4,220.66
13	Lakeland	Nokia	SAR-8	$4,220.66
14	Loughman	Nokia	SAR-8	$4,220.66
15	Mulberry	Nokia	SAR-8	$4,220.66
16	Northridge	Nokia	SAR-8	$4,220.66
17	Polk Correctional Institution	Nokia	SAR-8	$4,220.66
18	Public Safety Complex 1	Nokia	SAR-8	$4,220.66
19	Public Safety Complex 2	Nokia	SAR-8	$4,220.66
20	South County Jail	Nokia	SAR-8	$4,220.66
21	Welcome	Nokia	SAR-8	$4,220.73

Year 3 (10/1/2027 – 9/30/2028)

Microwave Links & MPLS

No.	Site 1	Site 2	Description	Frequency Band	Payload Capacity	Support	Price for Link
1	Auburndale	Dundee	MNI Proteus MX	6 GHz	299 Mbps	24x7	$8,003.84
2	Auburndale	Polk Correctional Institution	MNI Proteus MX	6 GHz	105 Mbps	24x7	$8,003.84
3	Auburndale	Public Safety Complex 1	MNI Proteus MX	6 GHz	347 Mbps	24x7	$8,003.84
4	Auburndale	Public Safety Complex 2	MNI Proteus MX	6 GHz	347 Mbps	24x7	$8,003.84
5	Bartow	Frostproof	MNI Proteus MX	6 GHz	267 Mbps	24x7	$8,003.84
6	Bartow	Lakeland	MNI Proteus MX	6 GHz	134 Mbps	24x7	$8,003.84
7	Bartow	Public Safety Complex	MNI Proteus MX	6 GHz	134 Mbps	24x7	$8,003.84
8	Bartow	Welcome	MNI Proteus MX	6 GHz	134 Mbps	24x7	$8,003.84
9	Dundee	Indian Lakes Estates	MNI Proteus MX	6 GHz	45 Mbps	24x7	$8,003.84
10	Dundee	Loughman	MNI Proteus MX	6 GHz	45 Mbps	24x7	$8,003.84
11	Frostproof	South County Jail	MNI Proteus MX	6 GHz	191 Mbps	24x7	$8,003.84

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No.	Site 1	Site 2	Description	Frequency Band	Payload Capacity	Support	Price for Link
12	Frostproof	Indian Lakes Estates	MNI Proteus MX	6 GHz	45 Mbps	24x7	$8,003.84
13	Frostproof	Welcome	MNI Proteus MX	6 GHz	155 Mbps	24x7	$8,003.84
14	Kathleen	Polk Correctional Institution 1	MNI Proteus MX	6 GHz	191 Mbps	24x7	$8,003.84
15	Kathleen	Polk Correctional Institution 2	MNI Proteus MX	6 GHz	191 Mbps	24x7	$8,003.84
16	Kathleen	Mulberry 1	MNI Proteus MX	6 GHz	312 Mbps	24x7	$8,003.84
17	Kathleen	Mulberry 2	MNI Proteus MX	6 GHz	312 Mbps	24x7	$8,003.84
18	Lakeland	Polk Correctional Institution	MNI Proteus MX	6 GHz	134 Mbps	24x7	$8,003.84
19	Loughman	Fire Station 112	MNI Proteus MX	6 GHz	45 Mbps	24x7	$8,003.84
20	Mulberry	Welcome 1	MNI Proteus MX	6 GHz	312 Mbps	24x7	$8,003.84
21	Mulberry	Welcome 2	MNI Proteus MX	6 GHz	312 Mbps	24x7	$8,003.84
22	Polk Correctional Institution	Fire Station 112	MNI Proteus MX	6 GHz	45 Mbps	24x7	$8,003.84

Cambium Point-to-Point Links Between Towers for MPLS

No.	Site 1	Site 2	Manufacturer	Model	Frequency Band	Support	Price for Link
1	Bartow	Public Safety Complex	Cambium	PTP820G	11 GHz	24x7	$2,420.00
2	Public Safety Complex	Bartow (Airbase)	Cambium	PTP820G	11 GHz	24x7	$2,420.00
3	Public Safety Complex	Dundee	Cambium	PTP670	5.8GHz	24x7	$2,420.00
4	Polk Correctional Institution	Northridge	Cambium	PTP670	5.8GHz	24x7	$2,420.00
5	Airbase	Bartow	Cambium	PTP670	11 GHz	8x5	$2,420.00

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Cambium Point-to-Point Links for Internet

No.	Site 1	Site 2	Description	Frequency Band	Height	Support	Price for Link
1	Bartow	Lake Wales Tax Collector	PTP670	5.8 GHz	Tower Climb	8x5	$2,420.00
2	Frostproof	Sun Ray Water Tower	PTP670	5.8 GHz	Tower Climb	8x5	$2,420.00
3	Lakeland	Lakeland Government Center	PTP670	5.8 GHz	Site 1 - Tower Climb Site 2 - Rooftop	8x5	$2,420.00
4	Northridge	Loughman	PTP670	5.8 GHz	Tower Climb	8x5	$2,420.00
5	Public Safety Complex	Polk County Sheriff's Office - Fleet	PTP670	5.8 GHz	Site 1 - Tower Climb Site 2 - Fire Truck	24x7	$2,420.00

Cambium Point-to-Multipoint Links for Internet

No.	Site 1	Site 2	Description	Frequency Band	Height	Support	Price for Link
1	Bartow	Polk County Sheriff's Office - Juvenile Justice Department	PMP450l	5.1 GHz	50'	8x5	$2,420.00
2	Bartow	Polk County Sheriff's Office - School Resource	PMP450l	5.1 GHz	70'	8x5	$2,420.00
3	Bartow	Polk County Sheriff's Office - Weekend Work Detail	PMP450l	5.1 GHz	20'	24x7	$2,420.00
4	Bartow	Polk County Sheriff's Office - Detention Warehouse	PMP450l	5.1 GHz	15'	8x5	$2,420.00
5	Northridge	Polk County Utilities - Van Fleet	PMP450l	5.1 GHz	100'	8x5	$2,420.00

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No.	Site 1	Site 2	Description	Frequency Band	Height	Support	Price for Link
6	Polk Correctional Institution	Lake Alfred Police Department	PMP450I	5.1 GHz	60’	24x7	$2,420.00
7	Public Safety Complex	Auburndale Police Department	PMP450I	5.1 GHz	65’	24x7	$2,420.00
8	Sun Ray Water Tower	Sun Ray Water Treatment Plant	PMP450I	5.1 GHz	10’	8x5	$2,420.00

MPLS SAR-A

No.	Site Name	Manufacturer	Model	Price for Link
1	Bartow (Airbase)	Nokia	SAR-A	$4,309.02
2	Bartow Police Department	Nokia	SAR-A	$4,309.02
3	Emergency Communications Center 1	Nokia	SAR-A	$4,309.02
4	Emergency Communications Center 2	Nokia	SAR-A	$4,309.02
5	Lakeland Government Center	Nokia	SAR-A	$4,309.02
6	Lakeland Police Department	Nokia	SAR-A	$4,309.02
7	Polk County Emergency Operations Center	Nokia	SAR-A	$4,309.02
8	Polk County Public Schools	Nokia	SAR-A	$4,309.02
9	Polk County Radio Services	Nokia	SAR-A	$4,309.02
10	Polk County Sheriff’s Office	Nokia	SAR-A	$4,309.02

MPLS SAR-8

No.	Site Name	Manufacturer	Model	Price for Link
1	Auburndale	Nokia	SAR-8	$4,309.02
2	Bartow (Conventional)	Nokia	SAR-8	$4,309.02
3	Bartow (Courthouse)	Nokia	SAR-8	$4,309.02
4	Bartow (Master) 1	Nokia	SAR-8	$4,309.02
5	Bartow (Master) 2	Nokia	SAR-8	$4,309.02
6	Bartow (Microwave) 1	Nokia	SAR-8	$4,309.02
7	Bartow (Microwave) 2	Nokia	SAR-8	$4,309.02
8	Dundee	Nokia	SAR-8	$4,309.02
9	Fire Station 112	Nokia	SAR-8	$4,309.02
10	Frostproof	Nokia	SAR-8	$4,309.02

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No.	Site Name	Manufacturer	Model	Price for Link
11	Indian Lakes Estates	Nokia	SAR-8	$4,309.02
12	Kathleen	Nokia	SAR-8	$4,309.02
13	Lakeland	Nokia	SAR-8	$4,309.02
14	Loughman	Nokia	SAR-8	$4,309.02
15	Mulberry	Nokia	SAR-8	$4,309.02
16	Northridge	Nokia	SAR-8	$4,309.02
17	Polk Correctional Institution	Nokia	SAR-8	$4,309.02
18	Public Safety Complex 1	Nokia	SAR-8	$4,309.02
19	Public Safety Complex 2	Nokia	SAR-8	$4,309.02
20	South County Jail	Nokia	SAR-8	$4,309.02
21	Welcome	Nokia	SAR-8	$4,308.98

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Section 5

Contractual Documentation

FIFTH AMENDMENT TO THE MASTER PURCHASE AGREEMENT FOR POLK COUNTY RADIO COMMUNICATIONS EQUIPMENT AND SERVICES

THIS FIFTH CONTRACT AMENDMENT ("Fifth Amendment") is made and entered into, to be effective _____ (the "Effective Date"), by and between Polk County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County") and Motorola Solutions, Inc. (hereinafter referred to as "Motorola"), a Delaware corporation, authorized to conduct business in the State of Florida, whose principal place of business is located at 500 W. Monroe Street, IL01, Chicago, IL 60661.

WITNESSETH:

WHEREAS, On December 14, 2014, the County and Motorola entered into a Master Purchase Agreement Motorola No. 14-90376 and County Contract No. 15-009 for the purchase and installation of radio communication equipment and services, including the provision of subscriber units (the "Agreement");

WHEREAS, On December 12, 2022, the County and Motorola agreed to the terms and pricing Service Agreement No. USC000020671 for Public Safety Radio System Maintenance, Fire Rescue Paging System Maintenance, Mutual Aid Radio System Maintenance, Microwave Network Maintenance, and Cybersecurity Services.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained in the Agreement, the sufficiency and receipt of which is hereby acknowledged together, the parties agree as follows:

1. The County and Motorola agree to:

(i) extend the term for Service Agreement No. USC000020671 for three (3) years so that the Contract Start Date is 01-Oct-2025 and the Contract End Date is 30-Sep-2028;

(ii) replace the Statement of Work in Statement of Work 3 – Year Maintenance and Cybersecurity with Motorola's Proposal dated 5/19/2025.

Except as amended, the terms and conditions of the Service Agreement No. USC000020671 and Cybersecurity terms shall continue to apply.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment as of the Effective Date.

Motorola Solutions, Inc.	**Polk County, FL**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Motorola Solutions Confidential Restricted

Agenda Item L.1. 8/5/2025

SUBJECT

Reappoint Jacquelyn Codd as a member of the Polk County Sidewalk Advisory Committee, for the three-year term, October 1, 2025 through September 30, 2028.

DESCRIPTION

Purpose of Layboard: Established and appointed by the Polk County BoCC to advise the BoCC regarding the priority of locations for new sidewalks within the County.

Creating Authority: Authorized as a standing committee by the BoCC in January of 2015. Adopted Resolution No. 15-008 on January 20, 2015, to ratify and formalize this committee.

Adopted Resolution No. 22-088 on September 6, 2022, amended Section 3 of Polk County Resolution No. 15-008 establishing Committee members' terms to follow the County's fiscal year. Initial terms for committee members shall begin on October 1st. Terms for replacement appointments shall begin immediately upon confirmation of the Board.

Appointments: The Committee shall consist of twelve standing members. Five members shall be County staff selected by the County Manager, one member shall be selected by the Polk County Public Schools, or its designee, one member shall be a staff member of the Polk Transportation Planning Organization (TPO) selected by the TPO or its designee, and five members shall be appointed by the Board, with each member of the Board appointing one member.

In addition to the twelve standing members, the County Manager or his/her designee may request a municipality to designate a representative from its staff to attend a meeting and assist the members in determining the priority of locations for sidewalks within Polk County.

Term: Of the members appointed by each member of the Board, the members initially appointed by the Commissioners from Districts One, Three and Five shall serve an initial three-year term and members initially appointed by Commissioners from Districts Two and Four shall serve a two-year term so that terms are staggered. Those serving three-year terms may be reappointed for up to, but no more than, one additional term at the discretion of the Board but may not serve more than six consecutive years. Those serving two-year terms may be re-appointed for up to, but no more than, two additional three-year terms at the discretion of the Board but may not serve more than eight consecutive years. Initial terms for committee members shall begin on October 1st. All members selected or appointed by the County Manager, Polk County School Board or TPO shall serve at the pleasure of the applicable selector or appointer.

Reason for Appointment: Expiration of previous term.

RECOMMENDATION

Reappoint Jacquelyn Codd as a member of the Polk County Sidewalk Advisory Committee, for the three-year term, October 1, 2025 through September 30, 2028.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Kay Suggs
Executive Assistant to the Board
KaySuggs@polk-county.net

Jacquelyn Codd, Esq.

6028 Christina Drive East
Lakeland, Florida 33813
Phone: (863) 226-9036
e-mail: jacquelyn@raklawfirm.com

I am 30 years old and a graduate from Stetson University College of Law (Aug. 2018). I have a B.S. in Legal Studies from UCF. I was admitted in Sept. 2019. I have 4yrs experience as an associate attorney in the areas of: Construction, Collections, Business Litigation, and Contract Disputes. I am also a Notary.

EXPERIENCE

- Graduated from the Academy of Legal Studies at George Jenkins High School 2011.
- Legal Intern at the Polk County Public Defender's Office, (Summer 2010). Working specifically under Attorney Sara Reyes, where I observed Juvenile and Adult Trials, wrote and submitted Motions In Limine, and conducted client intakes at the jail.
  Phone: Sara Reyes (863) 398-7270.
- Law Clerk to Eduardo F. Morrell, Esq., at Morrell, P.A., (December 2011 to September 2016). Law Clerk for the Managing Partner, Ed Morrell: I drafted Complaints, Motions, Discovery, Appellate Briefs, prepared hearing folders, interviewed Wards at their homes and/or assisted care facilities, drafted Elisor's Reports, met with clients, and built lasting client relationships. I performed extensive legal research. I also drafted employment, retainer, real estate and non-compete contracts from scratch, handled my own case files, and independently resolved matters.
- Law Clerk to Ryan Torrens, Esq., Attorney General Candidate and Ben Sorrell, Esq. at Torrens Law Group, P.A., (January 2017 to November 2017). I drafted consumer defense, foreclosure and real estate Complaints, Motions, Discovery, prepared Hearing Folders, interviewed Ward's at their homes and/or assisted care facilities, drafted Elisor's Reports, met with clients, and built lasting client relationships. I performed legal research, drafted a new firm retainer and small business terms or service contracts from scratch, handled my own case files, and independently resolved matters, and when Attorney Torrens left to Campaign for FL Attorney General, I ran the firm with, trained, and provided guidance to Ben Sorrell, Esq., who was a new associate with limited work experience in need of mentoring. I also "ghost-wrote" all of the firm's appellate litigation during my time there resulting in freeing an innocent prisoner from a life-sentence and assisting a man who lost his house in a foreclosure case due to gross legal malpractice of former counsel.
- HR Director, Legal Compliance, & Top National Recruiter, Campaign Development, Corp. (December 2017-September 2019) In this role I managed a marketing and admin team, handled customer disputes, interviewed prospective employees, represented the company at unemployment hearings, generated forms, office sales and employment contracts, non-compete agreements, and employee training manuals and the code of conduct. I received inter-company awards and was asked to guest-speak at the nationwide company conference to teach others. I have also been featured in two issues of the company's publication, Leader Magazine (March and July).
- Associate Attorney, The Rafool Firm (September 2019 – October 2021) In this role I litigate cases from start to finish, participate in mediations, appear at motions hearings, and conducted one trial without assistance. Phone: Brandon Rafool (863) 521-2001 (Until he became a Judge)
- Associate Attorney, Sutton Firm (October 2021-April 2022)
- Associate Attorney, RAK Law Firm (April 2022-Current) I was recruited to join RAK Law where I am permitted to manage my own practice autonomously in the areas of construction and collections law and to assist the managing partner with his first party property case load.

SAMPLE WORK & REFERENCES AVAILABLE ON REQUEST

Agenda Item N.1. 8/5/2025

SUBJECT

Public Hearing (LDCPAL-2025-1 GPK Holly Hill Groves 2 CPA Amendment) (Transmittal Hearing) to consider the adoption of a Large-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 14.6 acres from Employment Center - X (ECX) to Residential-High X (RHX). (No Fiscal Impact).

DESCRIPTION

This is an applicant-initiated request for property located on the west side of US 27, south of Holly Hill Grove Road 2, north of Holly Hill Grove Road 1, and east of the City of Haines City, in Section 30, Township 26, Range 27.

State law requires one Planning Commission hearing, which was held on July 9, 2025, with a recommendation for approval (Vote 4:3). This is the Transmittal hearing. The Adoption hearing is scheduled for December 16, 2025.

RECOMMENDATION

Transmit

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Mark J. Bennett, AICP, FRA-RA, CNU-A, Senior Planner

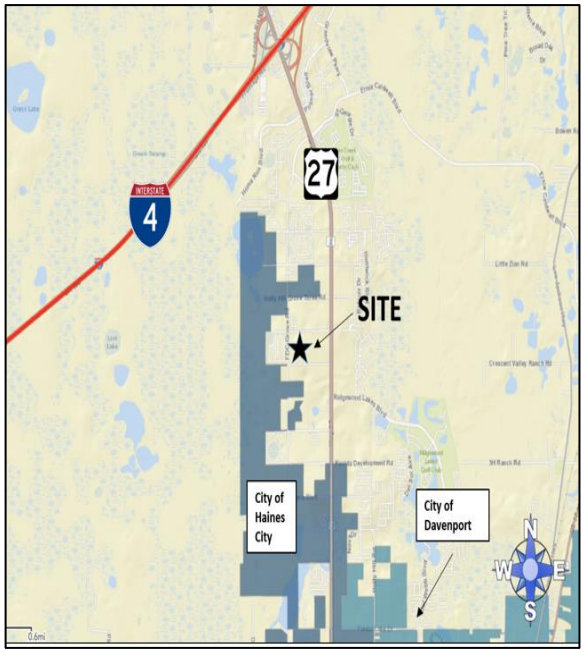
Land Development

(863) 534-6455

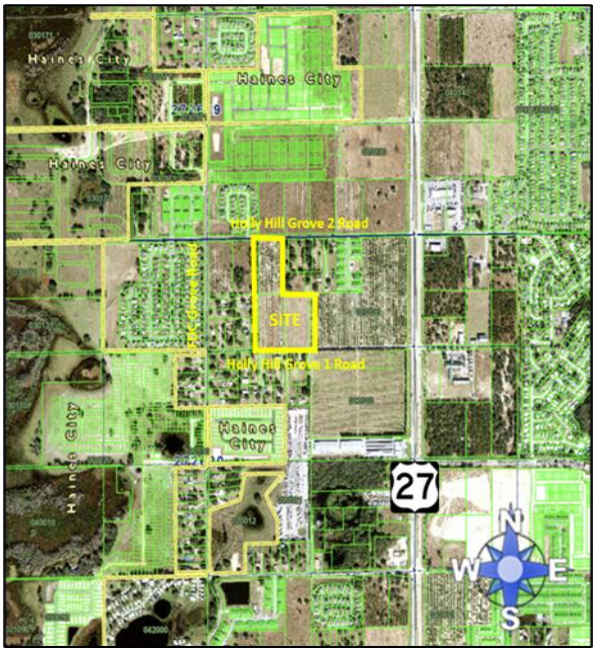
Markbennett@polk-county.net

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	April 24, 2025
Planning Commission Date:	July 9, 2025
BoCC Dates:	August 5, 2025, December 16, 2025
Applicant:	William Maki, RLA
Level of Review:	Level 4 Review, Large-Scale Comprehensive Plan Amendment
Case Number and Name:	LDCPAL-2021-1 (GPK Holly Hill Groves 2)
Request:	Future Land Use Change from Employment Center - X (ECX) to Residential-High - X (RHX).
Location:	West side of US 27, South of Holly Hill Grove Road 2, North of Holly Hill Grove Road 1, East of the City of Haines City, in Section 30, Township 26, Range 27.
Property Owner:	Oak Bend Investment LLC, Lynnway Armstrong LLC
Parcel Size:	14.6 +/- acres
Development Area:	Transit-Supportive Development Area (TSDA)
Future Land Use:	Employment Center - X (ECX)
Nearest Municipality	Haines City
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (4:3)
Florida Commerce:	Pending Transmittal
Case Planner:	Mark J. Bennett, AICP, FRA-RA, CNU-A, Senior Planner



Location Map



Aerial Photo

Summary:

This is an applicant-initiated Comprehensive Plan map amendment to change 14.6 acres from Employment Center - X (ECX) to Residential-High - X (RHX) on the Future Land Use Map.

Compatibility Summary

The site is undeveloped and vacant. Apartments and townhomes are north and northeast of the site. Property east of the site is vacant and is the future location of a Wal-Mart and Sam's Club store. Single-family residences of various densities are to the northwest, west, and south of the site. Given the property's location next to existing apartments and proximity to an intensive planned commercial activity (the Walmart/Sam's Club retail complex) a change to a more intensive, higher-density residential designation (such as Residential-High) would be compatible with existing development already in the area.

Infrastructure Summary

Because the site is the Transit-Supportive Development Area, connection to public water and wastewater services is required. Public safety facilities and services are available. Portions of Holly Hill Grove 1 Road east of the site were recently closed as part of the development of the Wal-Mart and Sam's Club project. There is inadequate road capacity on this portion of US 27, and the zoned elementary & high schools are over capacity.

Environmental Summary

The subject property is in the Green Swamp Area of Critical State Concerns. There are no significant environmental constraints (wetlands, floodplains, animal species). Environmental lands are located approximately 1/3 mile west of the site.

Comprehensive Plan

Listed below are the relevant sections of the Comprehensive Plan that are applicable to this request:

- Policy 2.102(A1-A15): Growth Management Policies
- Policy 2.104(A1-A9): Transit-Supportive Development Areas
- Policy 2.119-A2: Location Criteria (Residential Land Uses)
- Policy 2.120(E1-E4): Residential-High
- Section 2.131-Q: North Ridge Selected Area Plan
- Appendix 2.132: Critical Area Resource Management Plan
- Section 2.132-B: Ridge Special Protection Area (Ridge SPA)

Findings of Fact

Request and Legal Status

- LDCPAL-2025-1 is an applicant-initiated request for a Comprehensive Plan Amendment (CPA) to designate approximately 14.6 acres from Employment Center - X (ECX) to Residential-High - X (RHX).

- The property is vacant and undeveloped.

Compatibility

- The Comprehensive Plan defines Compatibility in Section 4.400 as "A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

- The subject property is currently in a Transit-Supportive Development Area (TSDA).

- TSDAs are unincorporated areas within the County where the availability of infrastructure and other community facilities and services, including, but not limited to mass transit and other transportation alternatives, utilities, public safety, recreational and educational services, promotes and supports the location of higher density and intensity compact, mixed-use development.

- The site is also within the area covered by the North Ridge Selected Area Plan.

- The site is within an Employment Center - X (ECX) land use.

- Surrounding land uses include Residential-High - X (RHX), Professional Institutional - X (PIX), and Employment Center - X (ECX).

- The subject property was previously designated as residential and was changed to Employment Center – X as part of the North Ridge SAP expansion in the mid-2000s.

- The uses of adjacent property include apartments and town homes north and northeast of the site, vacant property is east of the site and is the future location of a Wal-Mart and Sams store. Single-family residences of various densities are northwest, west, and south of the site.

Infrastructure

- The property is zoned for Bella Citta (Elementary/Middle), and Ridge Community Senior High.

- According to the Polk County School Board, there is insufficient elementary and high school capacity at the zoned schools for this site.

- Fire and ambulance response is provided from Polk County Fire Rescue Station 38, located at 126 Cottonwood Drive, Davenport, .6 mile away. The estimated response time is 3 minutes.

- The sheriff's response to the site is served by the Northeast District, located at 1100 Dunson Road, Davenport. The response times for June 2025 were: Priority 1 – 12:25 minutes, Priority 2 – 30:00 minutes.

- The site is located within the County Northeast Utility Service Area.

- Based on current capacities and projected improvements, there should be sufficient water and sewer capacity to serve this project.

- US 27, located east of the site, does not have available capacity to serve this development.

- Holly Hill Grove Road 2 is a County-maintained Urban Collector with a surface width of 20 feet, and a Pavement Condition Index of "Fair."

- Holly Hill Grove Road 1 is a County-maintained Local Residential road. Although listed in the Polk County Road Inventory as unpaved with an unspecified pavement width, the road has a hardened surface which is estimated to be 18 feet wide. No Pavement Condition Index information is available.

- Portions of Holly Hill Grove Road 1, east of the site, were recently closed as part of the development of the Wal-Mart and Sam's Club project.

Environmental

- The property is located within the Green Swamp Area of Critical State Concern.

- There are lands about .38-mile east of property that have conservation easements.

- The subject property is identified as being within a potential network connection on the Polk Green Districts Map.

- The site is comprised of Candler fine sand.

- Candler find sand has slight limitations for septic tank usage and dwellings without basements.

- According to the Florida Natural Areas Inventory Biodiversity Matrix, the site is not located within a mile of an eagle's nest, rookery, or protected animal species.

- This property is not within an Airport Impact District.

- The site is not within a Wellfield-Protection District.

- There are no archeological or historic resources on the site.

Comprehensive Plan Policies

- POLICY 2.102-A1 Development Location states that Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent

development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.

- POLICY 2.102-A2 Compatibility states that land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished:

  a. there have been provisions made which buffer incompatible uses from dissimilar uses;

  b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use;

  c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.

- POLICY 2.102-A3 Distribution states that development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available.

- POLICY 2.102-A4 Timing states that development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.

- POLICY 2.102-A10 Location Criteria states the following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area:

  a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided;
  b. nearness to agriculture-production areas;
  c. distance from populated areas;
  d. economic issues, such as minimum population support and market-area radius (where applicable);
  e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to:

     1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways;

     2. sanitary sewer and potable water service;

     3. storm-water management;

     4. solid waste collection and disposal;

     5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment;

     6. emergency medical service (EMS) provisions; and

7. other public safety features such as law enforcement;

8. schools and other educational facilities

9. parks, open spaces, civic areas and other community facilities

f. environmental factors, including, but not limited to:

1. environmental sensitivity of the property and adjacent property;

2. surface water features, including drainage patterns, basin characteristics, and flood hazards;

3. wetlands and primary aquifer recharge areas;

4. soil characteristics;

5. location of potable water supplies, private wells, public well fields; and

6. climatic conditions, including prevailing winds, when applicable.

- POLICY 2.104-A1: Description, states that Transit Supportive Development Areas shall meet the following criteria:
  a. be those areas where the availability of infrastructure and other community facilities and services, including, but not limited to mass transit and other transportation alternatives, utilities, public safety, recreational and educational services, promotes and supports the location of higher density and intensity compact, mixed use development;
  b. be supported by existing or planned urban type services that are programmed or expected for the 10-year planning horizon;
  c. be designated as part of a coordinated land use and transportation strategy that supports the provision of improved and expanded transit services, as identified in the Transportation Planning Organization (TPO) 2060 Transportation Vision Plan and the connecting circulator routes, in order to increase mobility and travel options;
  d. include development criteria that:
     1. promote the development of walkable communities which include a balance between employment opportunities, mix of complementary uses and activities, and a range of housing opportunities;
     2. improve access to employment areas, schools, shopping and recreational opportunities.

- POLICY 2.104-A3 lists the allowed land use categories that are permitted within TSDAs, in accordance with applicable criteria:
  a. ACTIVITY CENTERS: Regional Activity Centers, Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, Employment Centers and High-Impact Commercial Centers.
  b. RESIDENTIAL: Residential-High, Residential-Medium, and Residential-Low Districts.
  c. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Office Centers, Leisure Recreation, Mixed Use, Institutional, Professional Institutional, Recreation and Open Space, Preservation.

  Note: Some land use categories are only allowed in adopted Selected Area Plans, special areas or neighborhood plans as specified in the definitions in Section 2.109.

- POLICY 2.119-A2, Location Criteria, states that residential land use categories shall be established throughout the County with consideration being given to the following criteria:
  a. Access to county-maintained roads or roads constructed to County standards.
  b. Proximity to Activity Centers.
  c. Adequacy of water and sewage disposal systems (public and private).
  d. Adequacy and response time for public safety services - fire, police, and emergency medical service.
  e. Adequacy of recreation facilities.
  f. Proximity of incompatible land uses.
  g. Development limitations, and,
  h. Urban Sprawl Criteria set forth in POLICY 2.102-A10.

- POLICY 2.120-E1, Residential-High Characteristics, states that the Densities are allowed up to, and including, 15.00 DU/AC. The Residential-High classification is characterized by multi-story, multi-family units.

- POLICY 2.120-E2, Designation and Mapping, states that Residential-High districts shall be located within TSDAs, UGAs, and UEAs as designated on the Future Land Use Map Series as "RH."

- POLICY 2.120-E3, Location Criteria, states that Residential-High areas shall be located only within TSDAs, UGAs, and UEAs and may be located within Activity Centers. The placement of Residential-High shall be evaluated based on the general criteria listed in Policy 2.119-A2.

- POLICY 2.120-E4, Development Criteria, states that residential development may contain a variety of housing types as defined by the Land Development Code and shall be permitted at a density of up to 15 DU/AC. Multi-family structures may contain non-residential uses to provide support retail and personal services for the residents. Additionally, educational facilities are permitted in accordance with policies of this Plan.

- North Ridge Selected Area Plan Policy 2.131-Q2: Land Use Categories Established, states that Residential High (RHX) shall apply in this SAP.

- North Ridge Selected Area Plan Policy 2.131-Q4, K, Modified Use (Residential High (RHX, states that this classification is the same as defined in Section 2.120-E of this Plan, except that the minimum and maximum residential density shall be according to the North Ridge SAP density credit table as established by Policy 2.131-Q7 of this SAP and per the Land Development Code.

- Critical Area Resource Management Plan POLICY 2.132-B3, Land Use Categories, states that Residential-High is permitted within the RIDGE-SPA.

- Critical Area Resource Management Plan POLICY 2.132-B10b. Development Criteria, states that - Development within the RIDGE-SPA shall conform to the following for Residential-High: Commercial development shall be prohibited unless permitted in conjunction with a Residentially-Based, Mixed-Use Development or a Residentially-Based Mixed-Use Structure. If a Residentially-based, Mixed-Use Development or Residentially-Based, Mixed-Use Structure is approved, then commercial restrictions shall be as set forth in the Ridge-SPA and the North US 27 SAP; and, consistent with the objectives and goal of

making shorter the average daily trip lengths, and the goal of providing affordable housing in close proximity to places of employment and major transportation corridors, residential development within the RH parcel shall be allowed a maximum of 20 du/ac, providing the development meets the terms and conditions of this CARMP and Comprehensive Plan.

Development Review Committee Recommendation: Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee (DRC) finds that with the proposed conditions the request **IS compatible** with the surrounding land uses and general character of the area and **IS consistent** with the Polk County Comprehensive Plan and Land Development Code. Therefore, the DRC recommends **APPROVAL of LDCPAL-2025-1.**

Planning Commission Recommendation: On July 9, 2025, in an advertised public hearing, the Planning Commission voted (4:3) to **recommend APPROVAL of LDCPAL-2025-1.**

GENERAL NOTES

NOTE: This staff report was prepared without the benefit of testimony and evidence submitted by the public and other parties at a public hearing.

NOTE: All written comments made in the application and subsequent submissions of information made during the application review process, which are on file with the Land Development Division, shall be considered to be binding upon the applicant, provided such comments are not at variance with the Comprehensive Plan, LDC or other development regulations in effect at the time of development.

NOTE: Issuance of a development permit by the county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Compatibility with the Surrounding Uses

According to *Policy 2.102-A2* of Polk County's Comprehensive Plan, "land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; and c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development." The "development criteria" and the "density and dimensional regulations" of a land use district are often the measuring tools used by staff to determine compatibility and the appropriateness of locating differentiating uses. Compatibility is defined in the Comprehensive Plan as "a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

A. Land Uses:

The subject property is currently in a Transit-Supportive Development Area (TSDA). These are unincorporated areas within the County where the availability of infrastructure and other community facilities and services, including, but not limited to mass transit and other transportation alternatives, utilities, public safety, recreational and educational services, promotes and supports the location of higher density and intensity compact, mixed-use development.

The site is also within the area covered by the North Ridge Selected Area Plan. This Selected-Area Plan was adopted in recognition that this area of Polk County is expected to experience a high degree of development over the next twenty years.

The site is within an Employment Center - X (ECX) land use. There is a mixture of different land uses adjacent to this property, such Residential-High - X (RHX), Professional Institutional X (PIX), and Employment Center - X (ECX).

The site is currently undeveloped and vacant. Apartments and townhomes are north and northeast of the site. Property east of the site is vacant and is the future location of a Wal-Mart and Sam's Club store. Single-family residences of various densities are to the northwest, west, and south of the site.

Portions of Holly Hill Grove Road 1, east of the site, were recently closed as part of the development of the Wal-Mart and Sam's Club project. The closure of portions of this road, and the subsequent elimination of its connection to US 27, changed the character of the area.

Given the property's location next to existing apartments and proximity to an intensive planned commercial activity (the Walmart/Sam's Club retail complex) a change to a more intensive, higher-density residential designation (such as Residential-High) would be compatible with the recent development already in the area and planned future development.

B. Infrastructure:

According to Comprehensive Plan POLICY 2.102-A1: DEVELOPMENT LOCATION, "Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of

services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities."

The site is in a Transit-Supportive Development Area. New development is required to connect to public water and wastewater services, which are offered by Polk County. Emergency services are in a reasonable distance. There is not adequate traffic capacity on US 27, and the zoned elementary and high schools for this site do not have any capacity.

The following table provides a reference point for notable and pertinent Future Land Use Map districts and existing land uses upon them.

Table 1

Northwest Employment Center X (EC X) Single-family residential (Country Walk Estates)	**North** Residential-High X (RH X) Holly Hill Grove Apartments	**Northeast** Residential-High X (RH X) Employment Center X (EC X) Low density residential, townhomes, undeveloped
West Employment Center X (EC X) Instiutional-1 X (INST-1X) Single-family residential, vacant	**Subject Site** Employment Center X (EC X) Vacant	**East** Employment Center X (EC X) Citrus grove (Future Wal-Mart/Sam's Club)
Southwest Professional Institutional X (PIX) Single-family residential	**South** Professional Institutional X (PIX) Single-family residential	**Southeast** Employment Center X (EC X) Citrus grove (Future Wal-Mart/Sam's Club)

Nearest and Zoned Elementary, Middle, and High School

The schools zoned for the subject property are listed in Table 2 below. Because the request is for a residential use, the request will impact school concurrency. Using a gross density of 20 units per acre (the maximum density for Residential-High, as outlined in Table 4.18, Density Limits for North Ridge SAP) multiplied by 14.6 acres results in a maximum unit count of 292 units. The annual estimated demand listed below is based on this 292-unit figure.

The property is zoned for Bella Citta (Elementary/Middle), and Ridge Community Senior High.

In a letter dated April 25, 2025, School Board staff provided a concurrency analysis. Listed below are excerpts from that letter. The entire letter is included as an exhibit to this report.

Elementary School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Bella Citta (Zoned)	980	1,053	246	292 MF	36	No (-173)
Citrus Ridge (Adjacent)	517	624	297	292 MF	36	No (-190)
Horizons (Adjacent)	1,540	1,594	150	292 MF	36	No (-96)
Loughman Oaks (Adjacent)	1,179	1,420	422	292 MF	36	No (-181)

Middle School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Bella Citta (Zoned)	447	770	160	292 MF	18	Yes (+133)
Citrus Ridge (Adjacent)	582	981	200	292 MF	18	Yes (+199)

High School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Ridge Community (Zoned)	2,626	2,848	378	292 MF	22	No (-156)
Auburndale (Adjacent)	1,787	2,404	561	292 MF	22	Yes (+56)

Source: April 25, 2025, Letter from Polk County Public Schools

These tables show that there is not adequate elementary or high school capacity available to serve a development on this site at the maximum permitted density of 20 units per acre. Because the schools in this area are overcapacity, the provision of Section 703 (Concurrency), specifically Section O (School Concurrency) shall apply. The applicant may need to enter into a mitigation agreement as outlined in this section to ensure that adequate school capacity is in place.

Nearest Sheriff, Fire, and EMS Station

Polk County Fire Rescue provides Advanced Life Support transport to all residents and visitors of Polk County. Emergency response is considered effective if response times are within eight (8) minutes in rural and suburban areas and 13 minutes in urban areas.

Sherriff response times are not as much a function of the distance to the nearest sheriff's substation rather more a function of the overall number of patrol officers within the County. Priority 1 Calls are considered true emergencies, in-progress burglary, robbery, injuries, etc. Priority 2 Calls refer to events that have already occurred, such as a burglary that occurred while the homeowner was on vacation and had just been discovered.

Table 3 provides a breakdown of response times and travel distances for emergency services.

Table 3 Public Safety Information

	Name of Station	Distance	Response Time*
Sheriff	Northeast District, located at 1100 Dunson Road, Davenport	± 3 miles	P1: 12:25 minutes P2: 30:00 minutes
Fire/ EMS	Polk County Fire Rescue Station 38, located at 126 Cottonwood Drive, Davenport	±0.6 mile	3 minutes
*Source: Polk County Sheriff's Office and Public Safety *Response times are based on when the station receives the call and not from when the call is made to 911.*			

Additional information regarding Fire/EMS service is provided by Michael Linkins, CPM, Fire Rescue Division Project Coordinator:

"There is a traffic preemption system at the intersection of Cottonwood Drive and US Highway 27 that is utilized to reduce emergency response travel times and improve safety. The Cottonwood station is staffed 24/7 with career firefighters and augmented by response from surrounding Polk County fire stations and through an interlocal automatic aid agreement with the City of Haines City.

Over the last three years, there are no records of any responses to this site, but there were some to adjacent properties and the most recent response times are:

- *04/08/2025 112 Holly Village Dr 5:25 minutes*
- *03/06/25 112 Holly Village Dr 7:15 minutes*
- *02/28/25 672 Lobelia Dr 6:11 minutes*

Please note that response times can vary significantly based on many factors."

Water and Wastewater

Because development in the Transit-Supportive Development Area (TSDA) is required to connect to public water and sewer facilities, the proposed Comprehensive Plan Amendment will have an impact on these systems. According to the Polk County Utilities Data Viewer, there is an 8-inch water line and 6-inch sewer line along Holly Hill Grove Road 2, north of the site. There are no water, sewer, or reclaimed water lines along Holly Hill Grove Road 1.

A. Estimated Demand

The development of the property under the proposed land use designation may negatively impact the minimum LOS for the existing facilities. The analysis is based on a worst-case estimate for 292 apartment units (14.6 acres @ 20 units/acre).

Table 4 Estimated Water and Sewer Impact Analysis

Maximum Allowable Use: 292 multi-family residential units 14.60 Acres	Estimated Impact Analysis: Employment Center - X (ECX) to Residential-High - X (RHX) *Development Area: TSDA*	
	Current Land Use designation ECX	**Maximum Permitted Use in Proposed RHX**
Current Maximum Allowable Use	14.6 acres * (10 DU/acre = 146 DUs) 146 DUs	292 DUs
Potable Water Consumption	146 DU * 198 GPD/DU = **28,908 GPD**	292 DUs * 198 GPD/DU = **57,816 GPD**
Wastewater Generation	146 DU * 180 GPD/DU = **26,280 GPD**	292 DUs * 180 GPD/DU = **52,560 GPD**

DU – Dwelling Units; GPD – Gallons Per Day;
Source: Polk County Concurrency Manual and Polk County Utilities: multi-family @ 198 GPD Potable water and 180 Wastewater

B. Available Capacity:

Polk County Utilities is the service provider for this property, which is in the Northeast Utility Service Area. Listed below are the current flows and permitted capacity data, based on the Polk County Utilities Capacity Summary Table, compiled in June 2024:

Water

Flow - 10.654 MGD
Permit – 12,940 MGD
Northeast PWS permit increase: 2028 - 0.41 MGD from Southeast Wellfield, 2029 - 1.20 MGD from Cypress Lake Wellfield, and 2033 - 1.0 MGD from Holly Hill LFA deep well.
Sewer:

Flow - 5.459 MGD
Permit – 6.00 MGD
Northeast Regional WWTF is planned to increase permit capacity to 7.0 MGD in 2026 and 9.0 MGD in 2028.

MGD – Million Gallons per Day

Based on existing flows and future improvements, there should be sufficient capacity to serve a 202-unit apartment project.

C. Planned Improvements:

Other than the capacity improvements for the Northeast Utility Service Area already mentioned, there are no planned improvements to utilities in this area.

Roadways/ Transportation Network

The Polk County Transportation Planning Organization (TPO) monitors traffic congestion on over 425 roadway segments (950 directional links). The data identifies both daily and peak hour traffic volumes. The peak hour traffic volumes are used to estimate the level-of-service for each roadway, in each direction. Level-of-service refers to the quality of traffic flow. It is the primary measure of

traffic congestion. Level-of-service (LOS) is measured on a scale of 'A' to 'F' with LOS 'A' being the best (free-flow traffic) and LOS 'F' being the worst (severe traffic congestion).

The proposed Comprehensive Plan Amendment is anticipated to affect surrounding roadways or transportation network. The Amendment will not change the LOS below the minimum established standards because the LOS standard of "D" for this portion of US 27 has already been exceeded.

A. Estimated Demand

Table 5, following this paragraph, shows the Average Annual Daily Trip (AADT) rate and the PM Peak hour trip rate. The analysis is based on a worst-case estimate for 292 apartment units (14.6 acres @ 20 units/acre).

Table 5 Estimated Transportation Impact Analysis

Maximum Allowable Use: **292 multi-family residential units** **14.60 Acres**	Estimated Impact Analysis: Employment Center - X (ECX) to Residential-High - X (RHX) *Development Area: TSDA*	
	Current Land Use designation **ECX**	**Maximum Permitted Use in Proposed** **RHX**
	14.6 acres * (10 DU/acre = 146 DUs) 146 DUs	292 DUs
Average Annual Daily Trips (AADT)	146 DU * 4.54 trips/DU = **663 AADT**	292 DU * 4.54 trips/DU = **1,326 AADT**
PM Peak Hour Trips	146 DU * .39 trip/DU = **57 AADT**	292 DU .39 trip/DU = **114 AADT**

Source: Concurrency Manual and Table for Minor Traffic Study –Multi-family (mid-rise) Between three and ten floors) – 4.54 AADT per unit and .39 PM Peak Hour per unit 100% new trips

B. Available Capacity:

US 27, located east of the site, does not have available capacity to serve this development. The roads surrounding the subject site should have sufficient capacity available, depending on the eventual use and full build out of the site. The Polk Transportation Planning Organization (TPO) monitors certain roadways based on maximum approved traffic in comparison to current vehicle trips to determine what capacity is available.

Table 6, charts the generalized available capacity of the closest links that is monitored in the Roadway Network Database:

Table 6 Available Capacity

Link #	**Road Name**	**Current Level of Service (LOS)**	**Available PM Peak Hour Capacity**	**Minimum LOS Standard**	**5-Year Peak Hour Projected LOS**
5110N	US 27 From CR 547 to I-4	F	-285	D	F
5110S	US 27 From CR 547 to I-4	F	-155	D	F

Source: Polk County Transportation Planning Organization, Concurrency Roadway Network Database January 17, 2025

As identified above, this portion of US 27 does not have sufficient PM peak hour capacity to support future development activity at the maximum permitted density of 20 units per acre. Because US 27 is overcapacity, the provision of Section 703 (Concurrency), specifically Section N (Transportation Proportionate Fair-Share Program) shall apply. The applicant may need to enter into a mitigation agreement as outlined in this section to ensure that the impacts of development on transportation facilities are mitigated.

C. Roadway Conditions

Holly Hill Grove Road 2 is a County-maintained Urban Collector with a surface width of 20 feet, and a Pavement Condition Index of "Fair."

Holly Hill Grove Road 1 is a County-maintained Local Residential road. Although listed in the Polk County Road Inventory as unpaved with an unspecified pavement width, the road has a hardened surface which is estimated to be 18 feet wide. No Pavement Condition Index information is available for this road.

Portions of Holly Hill Grove Road 1, east of the site, were closed on November 20, 2024, as part of the development of the Wal-Mart and Sam's Club project. This road was subsequently shortened by 1,364 feet.

D. Planned Improvements:

There are no known improvements proposed in this area.

E. Mass Transit

There is transit within a reasonable distance of the site. The closest route is Route 20X – Haines City/Davenport Express. This route travels on US 27, which is about .3 miles east of the site. Based on a review of Google Maps, no bus stops were identified along the west side of US 27 within ¼ mile of the US 27/Holly Hill Grove Road 2 intersection.

F. Sidewalks

There is a sidewalk along the north side of Holly Hill Grove Road 2, next to the Aventon Grove Apartments. No sidewalks currently exist along Holly Hill Grove Road 1.

Park Facilities and Environmental Lands:

There are limited County Park facilities in this area. The Loma Linda Park is a County owned facility, and is 3.88 miles northeast of the site. Further to the northeast is the Loughman Park, located 6 miles northeast of the site, and the Northeast Regional Park is located 9 miles north of the site on the east side of US 27.

A. Location:

The Loma Linda Park is located at 169 Alta Vista Court, Davenport. 33837. The Loughman Park is at 6302 Old Kissimmee Road, Davenport, 33896, and the Northeast Regional Park is located at 50901 US 27, Davenport, 33897.

B. Services:

The Loma Linda Park contains a playground. The Loughman Park has a playground with swings and slide. It also has a covered picnic pavilion, soccer and basketball fields, and leagues utilize the park. The Northeast Regional Park includes six artificial turf multipurpose fields for soccer, football and lacrosse, four artificial turf baseball/softball fields, league play, a concession stand, playground, tennis courts, racquetball courts, basketball courts, a screened-in pavilion (which is available to rent), picnic shelters, an exercise trail and a dog park. It also features a boat launching site and bank and pier fishing.

C. Multi-use Trails:

The eastern boundary of the Hilochee Wildlife Management Area Osprey Unit, a 6,093-acre site, is located .75 miles west of the site. This area has improved roads that are available for hiking, plus trails that are not accessible for vehicles. The closest trailheads (for the East and Corridor Trails) within this Area that is located at the end of Home Run Boulevard, 1.33-miles (straight-line distance) northwest of the site.

Environmental Lands:

The subject site is .38 miles east of property identified as part of the Green Swamp Land Authority Land Protection Agreement. It also has a conservation easement, according to the Polk County Property Appraiser. The property is also in a potential Network Connection for Natural Areas and Parks, based on the Polk Green Districts Map.

Environmental Conditions

The site is undeveloped and consists of vacant pasture and former citrus groves. There are no wetlands or flood zones on the site, nor are there protected species that have been identified. The site consists of Candler fine sand, a soil with slight limitations for septic tank usage and dwellings without basements.

The site is also within the Green Swamp Area of Critical State Concern. The site is also located within the Ridge Special Protection Area (SPA), as contained in Appendix 2.132 (Critical Area Resource Management Plan) and Section 2.132-B (Ridge Special Protection Area (Ridge SPA)) of the Comprehensive Plan. These provisions have additional development regulations and standards, such an open space requirement of 40%, to ensure protection of the natural resources in this area.

A. Surface Water:

Based on a review of aerial photos and a site visit, there are no surface water features on this site. The elevation of the site is varied but generally slopes to the north. Elevations range from a high of 190 feet at the center of the site, sloping downward to an elevation of 179 feet at the northwest of the property, and 172 feet at the in the southwest corner of the site.

B. Wetlands/Floodplains:

There are no wetlands of floodplains on this site.

C. Soils:

The site is comprised of Candler fine sand. This soil has slight limitations for septic tanks and dwellings without basements, according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey.

Table 7, below, lists the soils associated with the subject site.

Table 7 Soils

Soil Name	**Septic Tank Absorption Field Limitations**	**Limitations to Dwellings without Basements**	**% of Site** *(approximate)*
Candler fine sand	Slight	Slight	100%

Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service

Any future development of the site will be subject to Section 2.303: "Soils" of the County's Comprehensive Plan (in conjunction with the Land Development Code) which requires all development to implement Best Management Practices based on the Department of Environmental Protection's (DEP) Florida Development Manual.

D. Protected Species

According to the Florida Natural Areas Inventory Biodiversity Matrix, the site is not located within a mile of an eagle's nest, rookery, or protected animal species. Prior to site clearing or grubbing, the applicant shall hire a qualified professional to conduct a site survey/walkover to ensure that no threatened or endangered plant or animal species exist on the site. If any are discovered, the applicant shall properly protect the specie(s) or mitigate any impacts consistent with federal, state, and local law.

E. Archeological Resources:

Based on information received from the Secretary of State's Department of Historical Resources office, there are no archeological or historic resources on the site.

F. Wells (Public/Private)

The site is not within a Wellfield Protection District.

G. Airports:

This property is not within an Airport Impact District.

Economic Factors:

Construction of buildings and site development activities create temporary jobs. Any new residential development that occurs at this site will need more goods and services, thereby generating more economic activity.

Consistency with the Comprehensive Plan

Many policies within the Comprehensive Plan are reviewed for consistency with an application. The most relevant policies for the proposed request are included in this section. The policy is first stated and then an analysis of how the request is provided to state that it may or may not be consistent with the Comprehensive Plan. How the request is **consistent** with the Comprehensive Plan is listed below:

Table 8 Comprehensive Plan

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.102-A2: COMPATIBILITY - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.	
POLICY 2.102-A1: DEVELOPMENT LOCATION – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing Communities.	Most of the adjacent properties are developed with residential uses, with an apartment complex directly north of the site.
POLICY 2.102-A4: TIMING - The development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.	
POLICY 2.102-A10: LOCATION CRITERIA - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area: a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided, b. nearness to agriculture-production areas; c. distance from populated areas; d. economic issues, such as minimum population support and market-area radius (where applicable); e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to: 1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways;	Most of the adjacent properties are developed with residential uses, with an apartment complex directly north of the site. East of the site, there are proposed commercial uses. The recent closure of portions of Holly Hill Grove Road 1 also reduce the viability of the site for Employment Center uses, and therefore make it more appropriate for residential.

Comprehensive Plan Policy	Consistency Analysis
2.sanitary sewer and potable water service; 3. storm-water management; 4. solid waste collection and disposal; 5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment; 6. emergency medical service (EMS) provisions; and 7. other public safety features such as law enforcement; 8. schools and other educational facilities 9. parks, open spaces, civic areas and other community facilities, f. environmental factors, including, but not limited to: 1. environmental sensitivity of the property and adjacent property; 2. surface water features, including drainage patterns, basin characteristics, and flood hazards; 3. wetlands and primary aquifer recharge areas; 4. soil characteristics; 5. location of potable water supplies, private wells, public well fields; and 6. climatic conditions, including prevailing winds, when applicable.	
POLICY 2.104-A3 lists the allowed land use categories that are permitted within TSDAs, in accordance with applicable criteria: ACTIVITY CENTERS: Regional Activity Centers, Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, Employment Centers and High-Impact Commercial Centers. RESIDENTIAL: Residential-High, Residential-Medium, and Residential-Low Districts. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Office Centers, Leisure Recreation, Mixed Use, Institutional, Professional Institutional, Recreation and Open Space, Preservation.	The proposed Residential-High designation is permitted in the TSDA.
POLICY 2.119-A2, Location Criteria, states that residential land use categories shall be established throughout the County with consideration being given to the following criteria: a. Access to county-maintained roads or roads constructed to County standards. b. Proximity to Activity Centers. c. Adequacy of water and sewage disposal systems (public and private). d. Adequacy and response time for public safety services - fire, police, and emergency medical service. e. Adequacy of recreation facilities. f. Proximity of incompatible land uses. g. Development limitations, and, h. Urban Sprawl Criteria set forth in POLICY 2.102-A10.	The site has access to a county-maintained road, has adequate water and sewer capacity available, adequate response time for public safety services, and is in an area planned for urban development. The recent closure of portions of Holly Hill Grove Road 1, east of the site, results in the site being more appropriate for residential (due to the now more restrictive access).

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.120-E3, Location Criteria, states that Residential-High areas shall be located only within TSDAs, UGAs, and UEAs and may be located within Activity Centers. The placement of Residential-High shall be evaluated based on the general criteria listed in Policy 2.119-A2.	The proposed Residential-High (X) request will be in an TSDA.
SECTION 2.132-B - RIDGE SPECIAL PROTECTION AREA (RIDGE-SPA). POLICY 2.132-B2: DEVELOPMENT AREAS - The RIDGE-SPA shall have the following Development Areas as depicted on the County's Development Area Map: a. Transit Supportive Development Area. b. Urban-Growth Area. POLICY 2.132-B3: LAND-USE CATEGORIES - The following land-use categories shall be permitted within the RIDGE-SPA except that the activity centers listed below in the Ridge SPA shall be located at the intersection of arterials and collectors or two arterials: A. Activity Centers: 1.Business-Park Center 1 X (BPCX). 2.Tourist Commercial Center 1 X (TCCX). 3.Town Center (TC). 4.Office Center 1 X (OCX) 5.Employment Center 1 X (ECX). 6.Neighborhood Activity Center (NACX). 7.Professional Institutional 1 X (PIX). 8.Community Activity Center 1 X (CACX). 9.Regional Activity Center [3]X (RACX) b. Residential: 1.Residential-Low (RL). 2.Residential-Medium (RM). 3.Residential-High (RH).	The subject property for Residential-High is within the RIDGE-SPA.

Urban Sprawl Analysis

After analyzing the primary indicators of Urban Sprawl per *Policy 2.109-A10* of the Polk County Comprehensive Plan, it is apparent that the proposed request is not considered urban sprawl based on these criteria and it is permitted in the designated area. Table 9 (below) depicts the Urban Sprawl Criteria used by staff as indicators of Urban Sprawl.

Table 9 Urban Sprawl Criteria

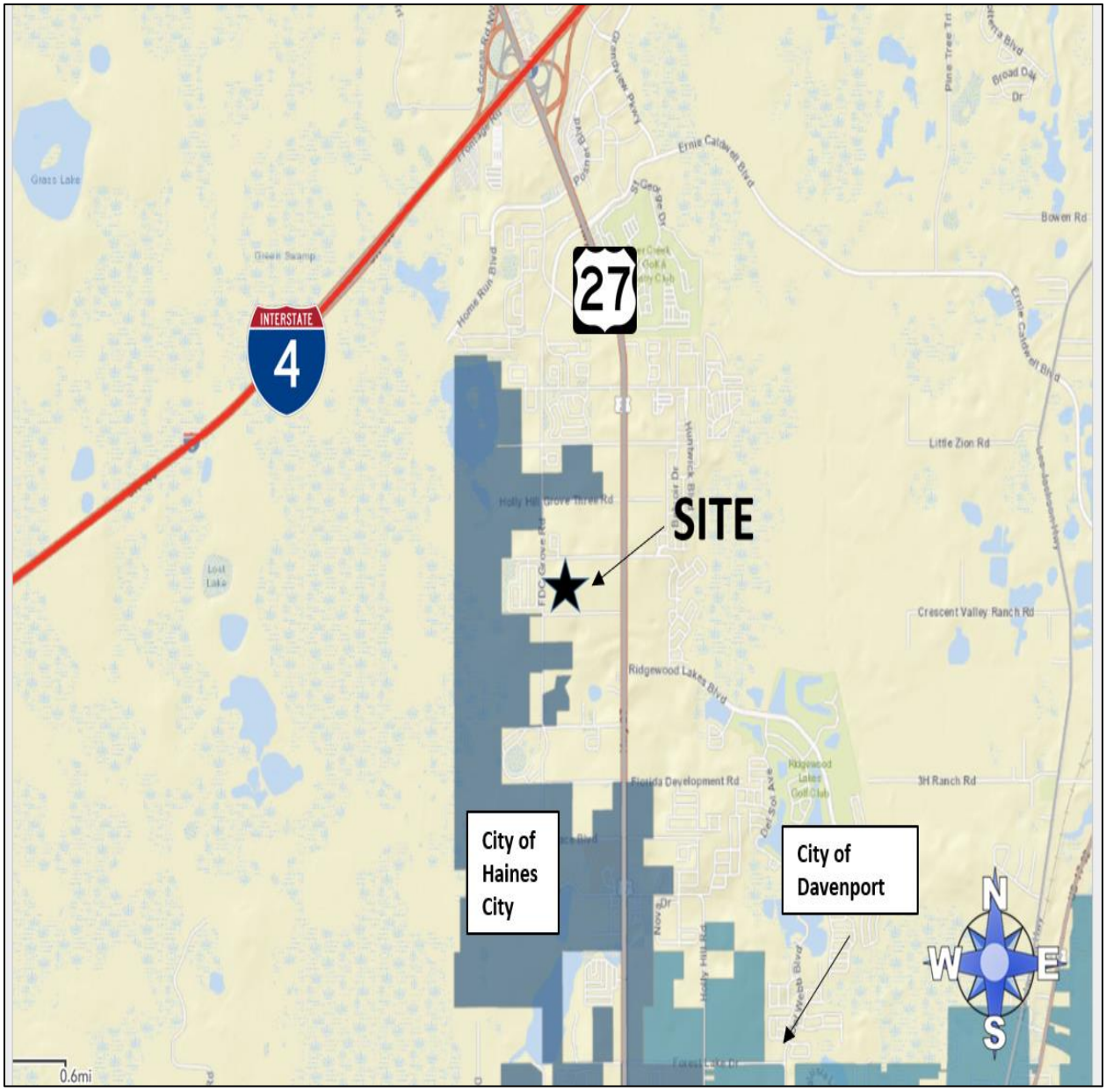
Urban Sprawl Criteria: The following criteria are the primary indicators of urban sprawl per Florida Statutes	
Urban Sprawl Criteria	**Sections where referenced in this report**
a. *Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.*	Summary of analysis
b. *Allows a significant amount of urban development to occur in rural areas.*	Summary of analysis
c. *Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.*	Summary of analysis, surrounding Development, compatibility
d. *Fails to adequately protect and conserve natural resources and other significant natural systems.*	Summary of analysis, surrounding Development, compatibility
e. *Fails to adequately protect adjacent agricultural areas.*	Compatibility with Surrounding Land Uses
f. *Fails to maximize existing public facilities and services.*	Summary of Analysis, Infrastructure
g. *Fails to minimize the need for future facilities and services.*	Summary of Analysis, Infrastructure
h. *Allows development patterns that will disproportionately increase the cost of providing public facilities and services.*	Summary of Analysis, Infrastructure
i. *Fails to provide a clear separation between urban and rural uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
j. *Discourages infill development or redevelopment of existing neighborhoods.*	Summary of Analysis, Compatibility with Surrounding Land Uses
k. *Fails to encourage an attractive and functional mixture of land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
l. *Will result in poor accessibility among linked or related land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
m. *Results in the loss of a significant amount of open space.*	Summary of Analysis, Compatibility with Surrounding Land Uses

Comments from other agencies

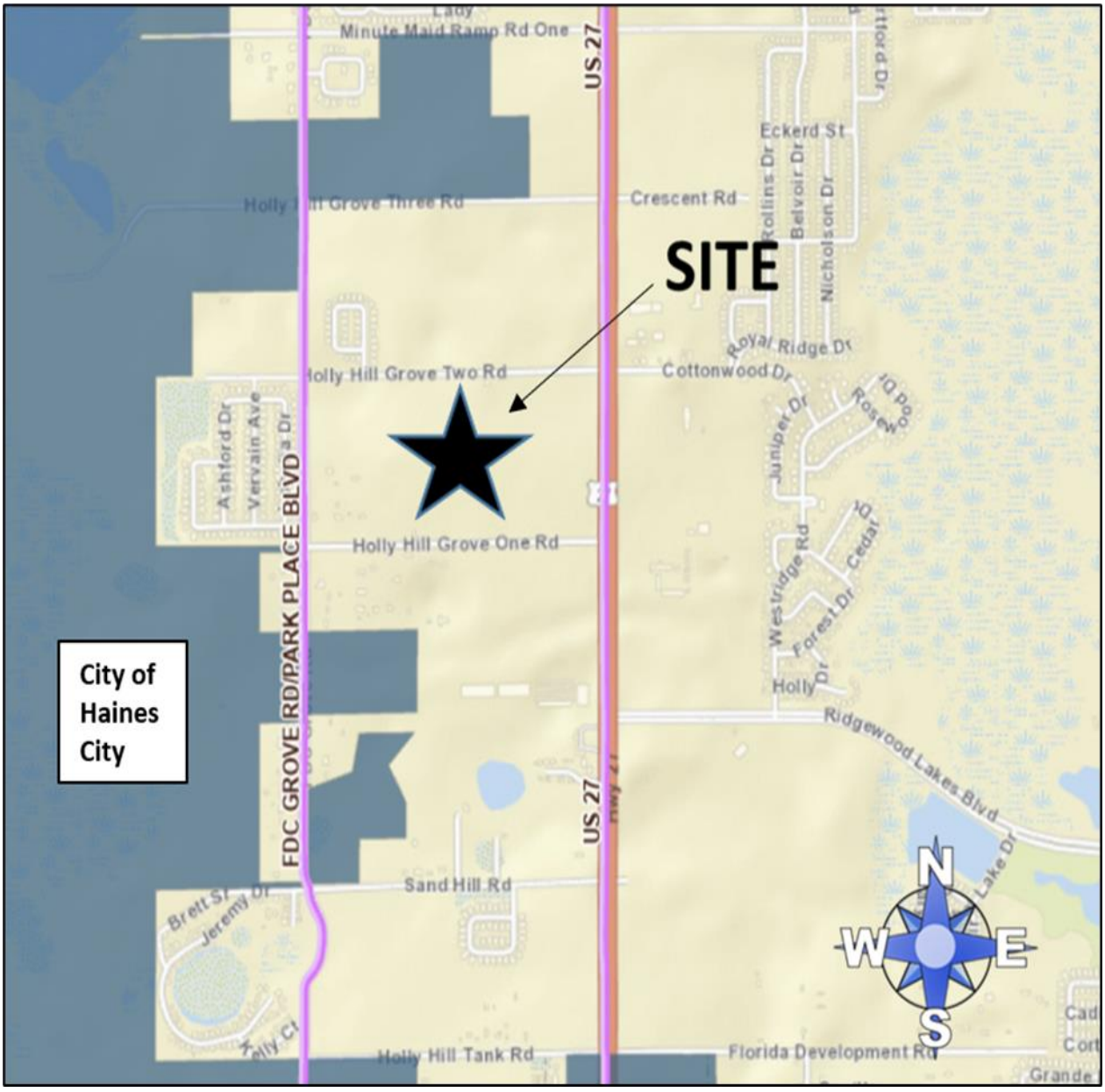
Letter dated April 25, 2025 from Polk County Public Schools

Exhibits:

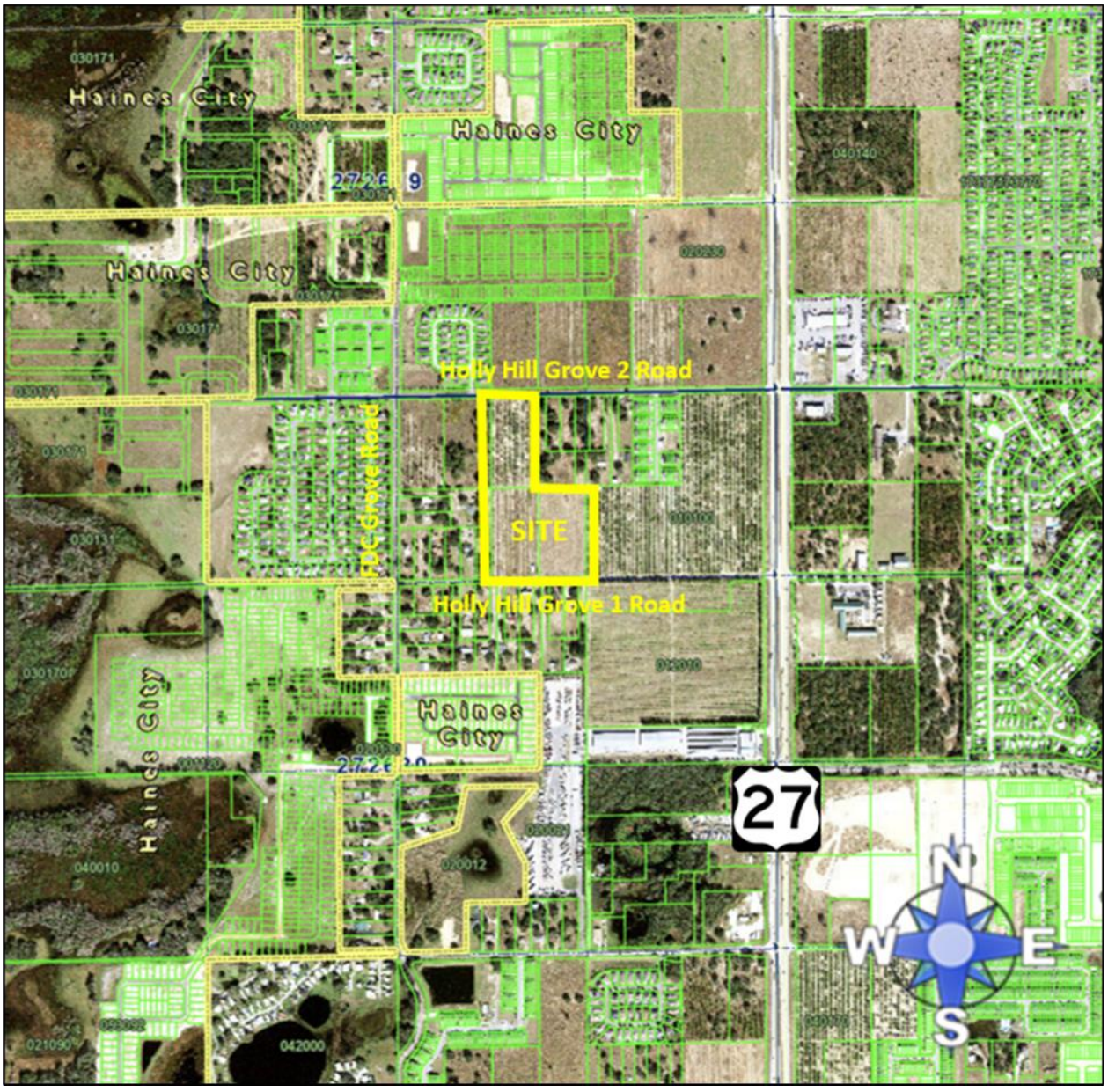
Exhibit – 1 Location Map (Context)
Exhibit – 2 Location Map (Detailed)
Exhibit – 3 2023 Aerial Photo (Context)
Exhibit – 4 2023 Aerial Photo (Detailed)
Exhibit – 5 Current Future Land Use Map
Exhibit – 6 Proposed Future Land Use Map
Exhibit – 7 Letter from Polk County Public Schools
Exhibit – 8 List of Permitted and Conditional Use in the Residential-High – X (RHX) District



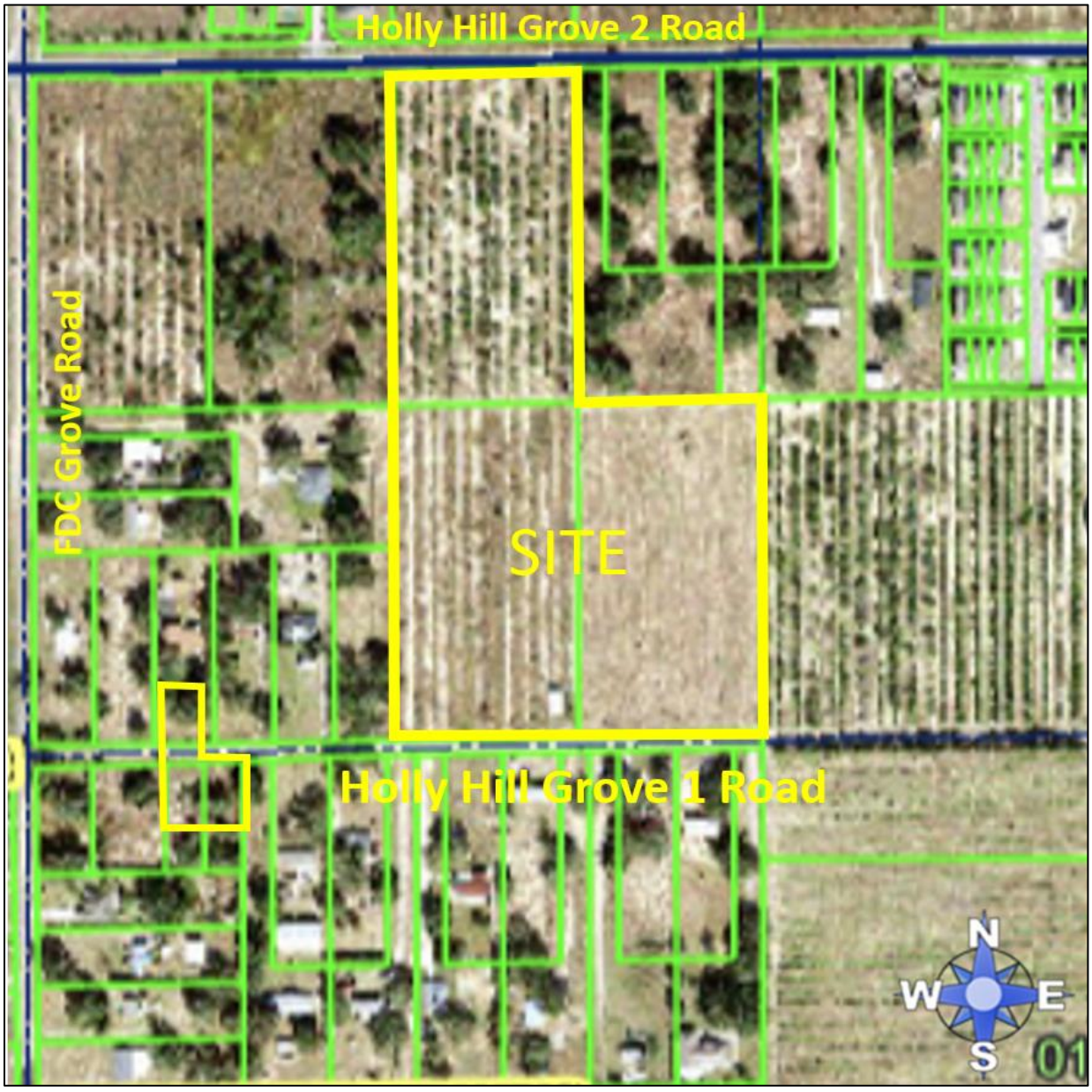
Location Map (Context)



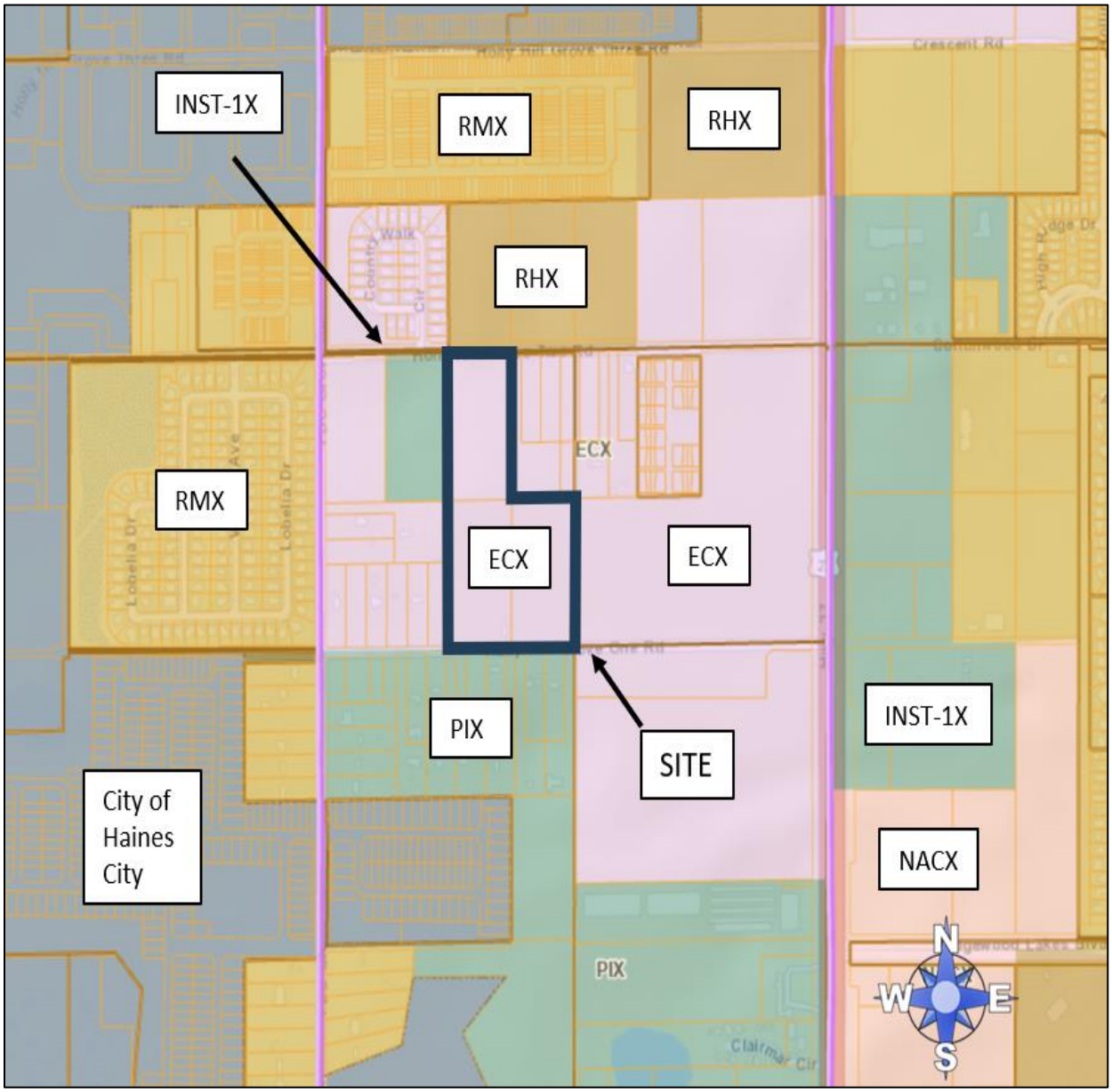
Location Map (Detailed)



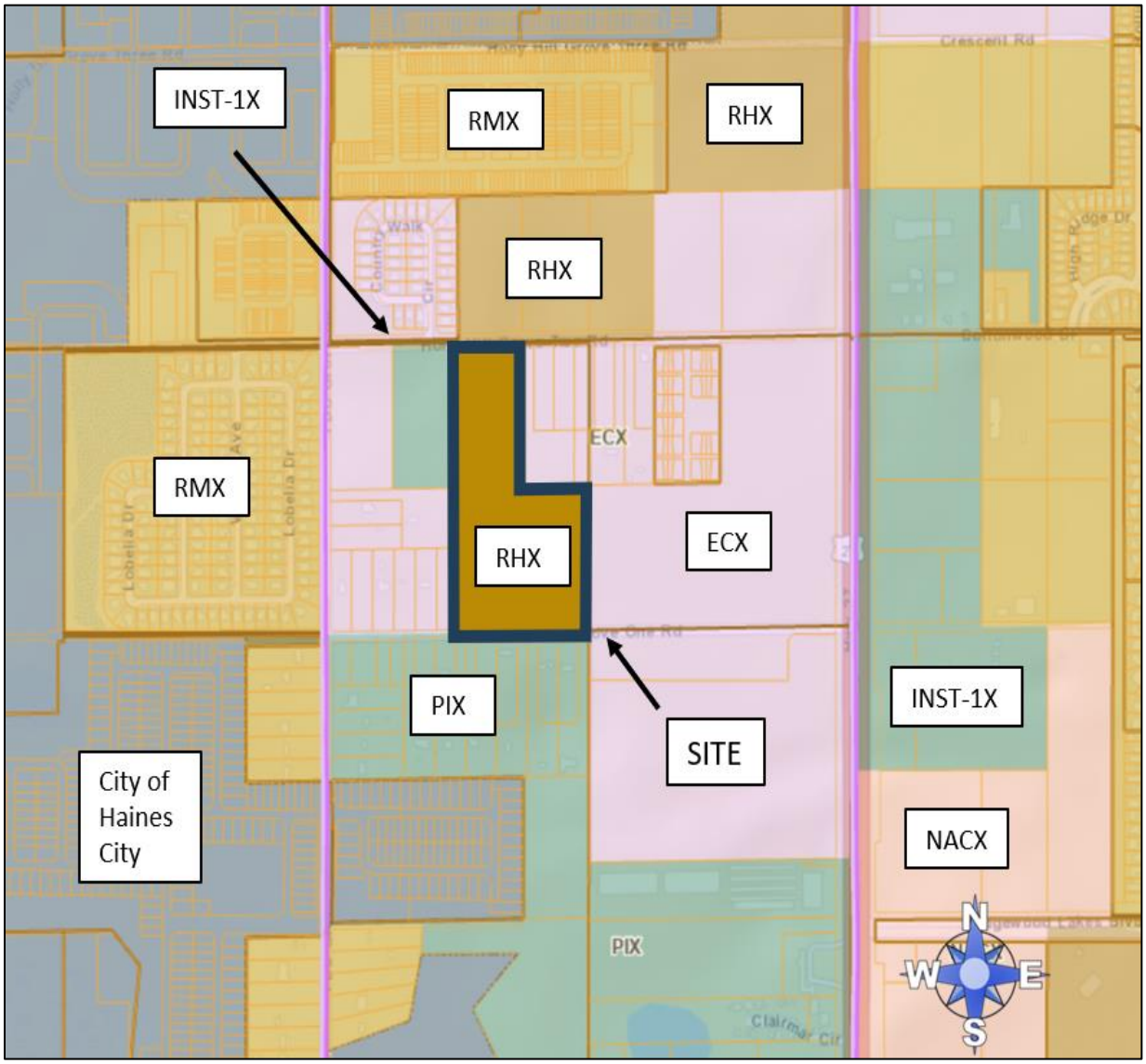
2023 Aerial Photo (Context)



2023 Aerial Photo (Detailed)



Current Future Land Use Map



Proposed Future Land Use Map

POLK COUNTY PUBLIC SCHOOLS

BOARD MEMBERS

Dr. William Allen
Board Chair
District 1

Justin Sharpless
Board Vice-Chair
District 6

Travis L. Keyes
District 2

Rick Nolte
District 3

Sara Beth Wyatt
District 4

Kay Fields
District 5

Lisa Miller
District 7

ADMINISTRATION

Frederick R. Heid
Superintendent

April 25, 2025

PCSB: NB2025-042502

Daly Design Group
Attn: William Maki
913 N Pennsylvania Ave
Winter Park, FL 32789
(407) 740-7373
Email: BMaki@dalydesign.com

Dear William Maki:

This letter is in response to your request for a **non-binding school concurrency determination** for the proposed **GPK HHG2** project located on parcel numbers 272630-708000-010030, 272630-708000-010130, and 272630-708000-010140. Currently, there is insufficient capacity at the zoned elementary and adjacent zoned schools. There is available capacity at the zoned middle school. There is insufficient capacity at the zoned high school; however, there is adequate capacity in the adjacent zoned school. **If this application were seeking Binding Concurrency, this letter would serve as a finding of inadequate capacity to serve the proposed development.** This development would need to either wait for capacity to become available or enter into a mitigation agreement. Please see the table below for concurrency analysis. Please see the table below for concurrency analysis.

Elementary School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Bella Citta (Zoned)	980	1,053	246	292 MF	36	No (-173)
Citrus Ridge (Adjacent)	517	624	297	292 MF	36	No (-190)
Horizons (Adjacent)	1,540	1,594	150	292 MF	36	No (-96)
Loughman Oaks (Adjacent)	1,179	1,420	422	292 MF	36	No (-181)

Middle School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Bella Citta (Zoned)	447	770	160	292 MF	18	Yes (+133)
Citrus Ridge (Adjacent)	582	981	200	292 MF	18	Yes (+199)

STUDENTS FIRST

1915 S. Floral Ave. Bartow, FL 33830 | P.O. Box 391 Bartow, FL 33831 | 863-534-0500 | polkschoolsfl.com

Letter from Polk County Public Schools

(Page 1)

High School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Ridge Community (Zoned)	2,626	2,848	378	292 MF	22	No (-156)
Auburndale (Adjacent)	1,787	2,404	561	292 MF	22	Yes (+56)

The School Board of Polk County has encumbered the available capacity **pending** the certificate of concurrency from Polk County Land Development.

Prior to Polk County Land Development's issuance of a final development order **(approved Level 2)**, the seats will be reserved for a period of 18 months in accordance with Section 4.E.2 (a & d) below of the adopted Interlocal Agreement for Public School Facilities Planning.

Once the final development order has been issued by the city, the development must have proceeded to the horizontal construction phase prior to the end of the eighteen (18) month period for reserved capacities and the agreement to remain valid. At a minimum, this construction shall include rough lot grading consistent with an approved Water Management District Stormwater Permit. The construction phase shall exclude model homes.

4.E.2d. If the development does not proceed to construction with the specified period and school concurrency lapses, then the applicant may request the affected local government to issue a renewed certificate of school concurrency. As part of this request, the applicant must confirm that relevant project information remains the same as previously submitted or provide updated project details. The local government will renew the certificate of school concurrency if the School Board determines that there continues to be adequate school capacity to serve the proposed development subject to the provisions of 4.E.1.

After the eighteen (18) month period, if the governing municipality withdraws, terminates, or suspends the concurrency, then the applicant must reapply for school capacity determination. Please call the facilities planning and real estate department at 863-534-0620 ext. 581 or email at planning@polk-fl.net if you need any further assistance.

Sincerely,

POLK COUNTY PUBLIC SCHOOLS
STUDENTS FIRST

Malissa Celestine | Senior Coordinator Facilities Planning
Facilities Planning & Real Estate Department | Polk County Public Schools
1909 South Floral Avenue, Bartow, FL 33830
T: (863)-534-0620 x 313 / Malissa.Celestine@polk-fl.net

c: Ben Dunn, Director of Planning & Development- Polk County BoCC benjamindunn@polk-county.net
Benjamin Ziskal, Director of Land Development - Polk County BoCC benjaminziskal@polk-county.net
Erik Peterson, Planning Administrator- Polk County BoCC erikpeterson@polk-county.net
Rita Karacson, Development Coordination Supervisor- Polk County BoCC ritakaracson@polk-county.net

Letter from Polk County Public Schools

(Page 2)

	Technical Staff Review – Level 1 & 2	Public Hearing (s) Required – Level 3 & 4
Mixed Uses		Planned Development, C3; Residentially-Based Mixed-Use Development, C3; Transitional Area Development, C3
All Other Uses	Duplex, Two-Family Attached, P; Group Home, Small (6 or less residents), C1; Group Home, Large (7-14 residents), C1; Group Living Facility (15 or more residents), C2; Mobile Homes, Individual, C1; Multifamily, C2; Residential Infill Development, C2; Adult Day Care Center (7 or more clients), C2; Emergency Shelter, Small (6 or less residents), C1; Emergency Shelter, Medium (7-14 residents), C1; Emergency Shelter, Large (15 or more residents), C2; Golf Course, C1; Nursing Home, C2; Recreation, Passive, C1; Recreation, Low Intensity, C2; Recreation, High Intensity, C3; Religious Institution, C2; School, Elementary, C2; School, Middle, C2; School, High, C2; Utilities Class I, P; Utilities Class II, C1	Short Term Rental Unit, C3; Agricultural Support, On-site, C3; Agriculture Transfer, Packing, On-site, C3; Bed and Breakfast, C3; Childcare Center, C3; Communication Towers, Monopole, C3; Communication Towers, Guyed and Lattice, C3; Community Center, C3; Cultural Facility, C3; Governmental Facility, C3, Helistops, C3; Mining, Non-Phosphate, C4; Recreation, High Intensity, C3; School, Leisure/Special Interest, C3; School, University/College, C3; Utilities, Class III, C3

Residential-High – X Uses

(per Table 4.16 of the North Ridge SAP)

ORDINANCE NO. 25 -____

AN ORDINANCE OF POLK COUNTY, FLORIDA, ADOPTING LDCPAL 2025-1; AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN; ORDINANCE 92-36, TO CHANGE THE FUTURE LAND USE MAP DESIGNATION ON 14.6 ACRES FROM EMPLOYMENT CENTER X (ECX) TO RESIDENTIAL-HIGH X (RHX). THE SUBJECT SITE IS LOCATED ON THE WEST SIDE OF US 27, SOUTH OF HOLLY HILL GROVE 2 ROAD, NORTH OF HOLLY HILL GROVE 1 ROAD, EAST OF THE CITY OF HAINES CITY, IN SECTION 30, TOWNSHIP 26, RANGE 27; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt a Comprehensive Plan (Plan); and

WHEREAS, Section 163.3184, FS, and Comprehensive Plan Section 4.305.B, provides for the approval of Large-Scale Comprehensive Plan Amendments; and

WHEREAS, LDCPAL 2025-1 is an applicant-initiated amendment to change 14.6 Acres from Employment Center X (ECX) to Residential-High X (RHX) (the "Amendment"); and

WHEREAS, pursuant to Section 163.3174, FS, the Local Planning Authority (Planning commission) conducted a public hearing, with due public notice having been provided, on the Amendment on July 9, 2025; and

WHEREAS, pursuant to Section 163.3184, FS, the Board of County Commissioners on August 5, 2025, held an initial public hearing and authorized transmittal of the Amendment to the Department of Commerce for written comment, and

WHEREAS, FLORIDA COMMERCE, by letter dated _____, 2025, transmitted objections, recommendations, and comments on the Amendment; and

WHEREAS, pursuant to Section 163.3184, FS, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the Amendment on December 16, 2025; and

WHEREAS, the Board of County Commissioners, reviewed and considered all comments received during said public hearings, and provided for necessary revisions, if any; and

WHEREAS, the Board of County Commissioners has considered the data and analysis contained with the staff report; and

WHEREAS, the Amendment is consistent with Chapter 163, FS, and the Polk County Comprehensive Plan.

NOW THEREFORE, BE IT ORDAINED by the Polk County Board of County Commissioners:

SECTION 1: LEGISLATIVE FINDINGS OF FACT

The findings of fact set forth in the recitals to this Ordinance are true and correct and hereby adopted.

SECTION 2: COMPREHENSIVE PLAN TEXT AMENDMENT

The Future Land Use Map of Ordinance No. 92-36, as amended (the "Polk County Comprehensive Plan"), is hereby amended to reflect a change in the Future Land Use District for parcels 27-26-30-708000-010030, 27-26-30-708000-010130, and 27-26-30-708000-010140, and as legally described below and graphically depicted as referenced in Attachment "A" of this ordinance, for 14.6 Acres from Employment Center X (ECX) to Residential-High X (RHX), legally described as:

PARCEL IDENTIFICATION NO. 27-26-30-708000-010030

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 TRACT 3 INNE1/4 LESS R/W PER MB 22 PG 1-7

PARCEL IDENTIFICATION NO. 27-26-30-708000-010130

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 TRACT 13 IN NE1/4

PARCEL IDENTIFICATION NO. 27-26-30-708000-010140

FLA DEVELOPMENT CO SUB PB 3 PG 60 TO 63 TRACT 14 IN NE1/4

SECTION 3: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE

The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the Florida Department of Commerce posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

SECTION 5: FILING WITH THE DEPARTMENT OF STATE:

The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this 16th day of December 2025.

ATTACHMENT "A"

LDCPAL 2025-1
Development Area: Transit-Supportive Development Area (TSDA)
Location: West side of US 27, north of Holly Hill Grove 2 Road, South of Holly Hill Grove 1 Road, East of the City of Haines City.
Section 30, Township 26, Range 27

www.polk-county.net

LEVEL 4
LAND DEVELOPMENT CODE
COMPREHENSIVE PLAN
AMENDMENT APPLICATION

Office of Planning and Development
Land Development Division
330 W. Church St.
P.O. Box 9005, Drawer GM03
Bartow, FL 33831-9005
Phone (863)534-6792
FAX (863) 534-6407

TYPE OF AMENDMENT

Land Development Code ( ) Text ( ) Sub-district

Comprehensive Plan ( ) Text (✓) Large Scale Map ( ) Small Scale Map

Is property in a Selected Area Plan (SAP) (✓) Yes ( ) No

SAP Name NORTH RIDGE SAP

Pre Application Project # LDDR2025-23 **(Required)**

	Owner	Applicant	Contact Person
Name	OAK BEND INVESTMENTS & LYNNWAY ARMSTRONG LLC	DALY DESIGN GROUP	BILL MAKI
Work Number	321-209-6888	407-740-7373	407-740-7373
Fax Number	NA	NA	NA
Mailing Address	8615 COMMODITY CIR, STE 17, ORLANDO FL 32819	913 N PENNSYLVANIA AVE, WINTER PARK FL. 32789	913 N PENNSYLVANIA AVE, WINTER PARK FL. 32789
Email	TS@GPKHOLDINGS.COM	BMAKI @DALYDESIGN.COM	BMAKI @DALYDESIGN.COM

If additional contacts, please list on a separate sheet and submit with application.

Brief Description Request *(No more than 250 characters)*:

REQUEST TO AMEND THE EXISTING FLU FROM ECX TO RHX FOR MULTI-FAMILY RESIDENTIAL

Request **From:** ECX Land Use/Sub-District

To: RHX Land Use/Sub-District

Acreage: 14.61

	Range	Township	Section	Subdivision #	-	Parcel #
Parcel ID Number(s):	R27	T26	S 30	708000	-	010030 .
			(Include others on a separate attachment)			
	R27	T26	S 30	708000	-	010130 .
	R27	T26	S 30	708000	-	010140 .
	R	T	S		-	.

Address and Location of Property:

HOLLY HILL GROVE ROAD 2, DAVENPORT FL. 33837

Water Provider Name and Phone Number: POLK COUNTY UTILITIES .

Sewer Provider Name and Phone Number: POLK COUNTY UTILITIES .

(✓) Yes ( ) No Is the property located in the Green Swamp Area of Critical State Concern? *(If yes, a Green Swamp Impact Assessment Statement must be submitted with this application.)*

Identify existing uses and structures on subject and surrounding properties (e.g. vacant, residential # du/ac, commercial approx. square feet, etc.):

SINGLE FAMILY RESIDENTIAL / COUNTRY WALK ESTATES **NW**	VACANT / NO STRUCTURES **N**	VACANT / NO STRUCTURES **NE**
SINGLE FAMILY RESIDENTIAL **W**	VACANT / POLE BARN **Subject Property**	VACANT / NO STRUCTURES **E**
SINGLE FAMILY RESIDENTIAL **SW**	SINGLE FAMILY RESIDENTIAL **S**	VACANT / NO STRUCTURES **SE**

Approval of this application does not waive any other applicable provisions of the Polk County Land Development Code, the Polk County Comprehensive Plan, the Polk County Utility Code which are not part of the request for this application, nor does approval waive any applicable Florida Statutes, Florida Building Code, Florida Fire Prevention Code, or any other applicable laws, rules, or ordinances, whether federal, state or local. The applicant has the obligation and responsibility to be informed of and be in compliance with all applicable laws, rules, codes and ordinances.

I, WILLIAM MAKI (print name), the owner of the property which is the subject of this application, or the authorized representative of owner of the property which is the subject of this application, hereby authorize representatives of Polk County to enter onto the property which is the subject of this application to perform any inspections or site visits necessary for reviewing this application. I understand that representatives of Polk County are not authorized to enter any structures dwellings which may be on the property.

This item has been electronically signed and sealed by William Maki, Registered Florida Landscape Architect #LA 6667648 on the date / times stamp shown using a digital signature

Printed copies of this document are not considered signed and sealed and the signature must be verified on any / all electronic copies.

Digitally signed by William G Maki
Date: 2025.05.08 10:33:00 -04'00'

05.08.2025

P ...owner's authorized representative. Date:

GPK
HOLLY HILL GROVES 2
COMPREHENSIVE PLAN
AMENDMENT

PREPARED
MARCH 2025
REVISED
MAY 2025

daly design group
Urban Planning · Landscape Architecture · Project Management
913 N Pennsylvania Ave, Winter Park, Florida 32789
Phone 407.740.7373 · www.dalydesign.com

Property Identification Numbers		Property Owners
Parcel Number	Alternate Key	
27-26-30-708000-010030	10030	Oak Bend Investment LLC 8615 Commodity Cir Ste 17 Orlando, FL 32819
27-26-30-708000-010130	10130	Oak Bend Investment LLC 8615 Commodity Cir Ste 17 Orlando, FL 32819
27-26-30-708000-010140	10140	Lynnway Armstrong LLC 8018 King Palm Cir Kissimmee, FL 34747

Consultant Team:

Applicant / Urban Planner:
Daly Design Group
913 N Pennsylvania Ave
Winter Park, FL 32789
Contact: Mr. William Maki
Email: bmaki@dalydesign.com

Traffic Engineer:
Raysor Transportation Consulting
19046 Bruce B. Downs Blvd, Suite 308
Tampa, FL 33647
Contact: Mr. Michael D. Raysor
Email: mdr@raysor-transportation.com

Environmental Consultant:
Bio-Tech Consulting Inc
3025 East South Street
Orlando, FL 32803
Contact: Mr. Steve Butler
Email: steve@bio-techconsulting.com

Surveyor:
Johnston's Surveying LLC
900 Cross Prairie Parkway
Kissimmee, FL 34744
Contact: Mr. Richard Brown
Email: rick@jsurveying.com

Table of Contents:

1.1 Project Location: 4
1.2 Legal Description: 4
1.3 Amendment Parcels: 6
1.4 Project Overview: 6
1.5 Existing Conditions: 9
1.6 Adjacent Uses: 9
1.7 Consistency with the 2045 Comprehensive Plan: 15
1.8 Impact Assessment Statements: 23
1.9 Green Swamp Impact Assessment Statements: 38

Table of Exhibits:

1. Location Map 5
2. Existing Future Land Use 7
3. Proposed Future Land Use 8
4. Topography Map 11
5. Soils Map 12
6. FEMA Map 13
7. Surrounding Future Land Use 14
8. Traffic Circulation Map 36
9. Drainage Map 37

Table of Appendix:

A. School Board of Polk County Capacity Determination

B. Conceptual Land Use Plan – Daly Design Group

C. Traffic Impact Assessment – Raysor Transportation Consulting

1.1 Project Location:

The subject site is approximately 14.61 acres and is adjacent to the south right of way line of Holly Hill Grove Rd 2 and west of US HWY 27 (Exhibit 1).

Primary access to the project shall be provided via Holly Hill Grove Rd 2.

1.2 Legal Description:

TRACT 3 IN THE NE 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, ACCORDING TO THE PLAT OF FLORIDA DEVELOPMENT CO. TRACT RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

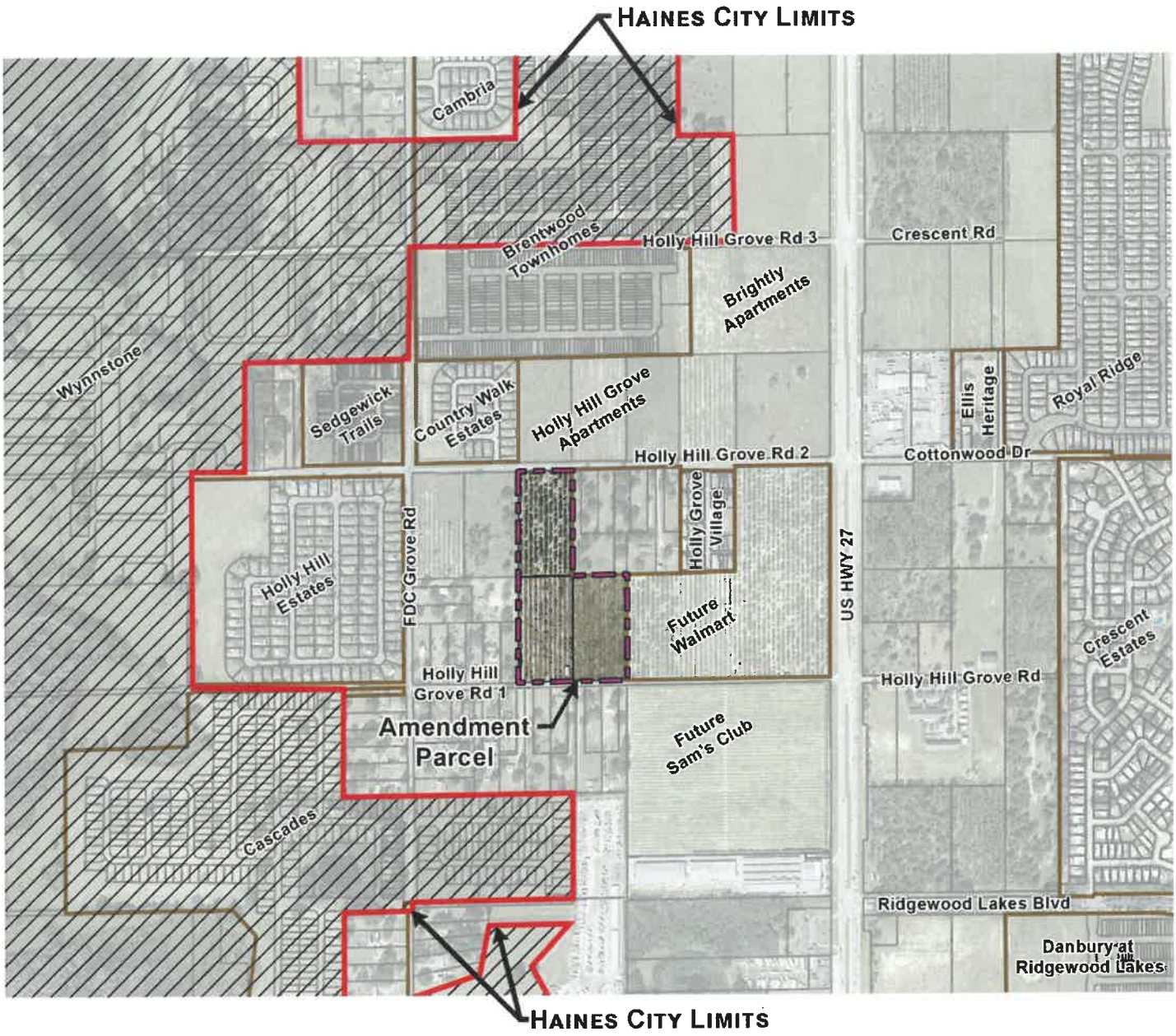
LESS FOR ROAD RIGHT OF WAY.

TOGETHER WITH

TRACT 13 IN THE NE 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, OF FLORIDA DEVELOPMENT SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA, IN PLAT BOOK 3, PAGES 60 THROUGH 63 INCLUSIVE.

TOGETHER WITH

TRACT 14, IN THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE(S) 60 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.



GPK HHG2
Polk County, Florida

Exhibit 1
Location Map

daly design group
Urban Planning · Landscape Architecture · Project Management
913 N Pennsylvania Ave, Winter Park, Florida 32789
Phone 407.740.7373 · www.dalydesign.com
Job No.: 25201 Scale: nts Date: 03.20.2025

NORTH

1.3 Amendment Parcels:

The subject site contains a total of three (3) parcels and has an existing Future Land Use (FLU) designation of Polk County Employment Center (ECX), which permits the development of activity centers to facilitate light assembly, office and research parks, low impact commercial and other businesses. (Alt Key 10030, 10130, 10140) (Exhibit 2). The applicant is requesting to amend the existing Future Land Use from Polk County Employment Center (ECX) to Polk County Residential High (RHX) (Exhibit 3).

1.4 Project Overview:

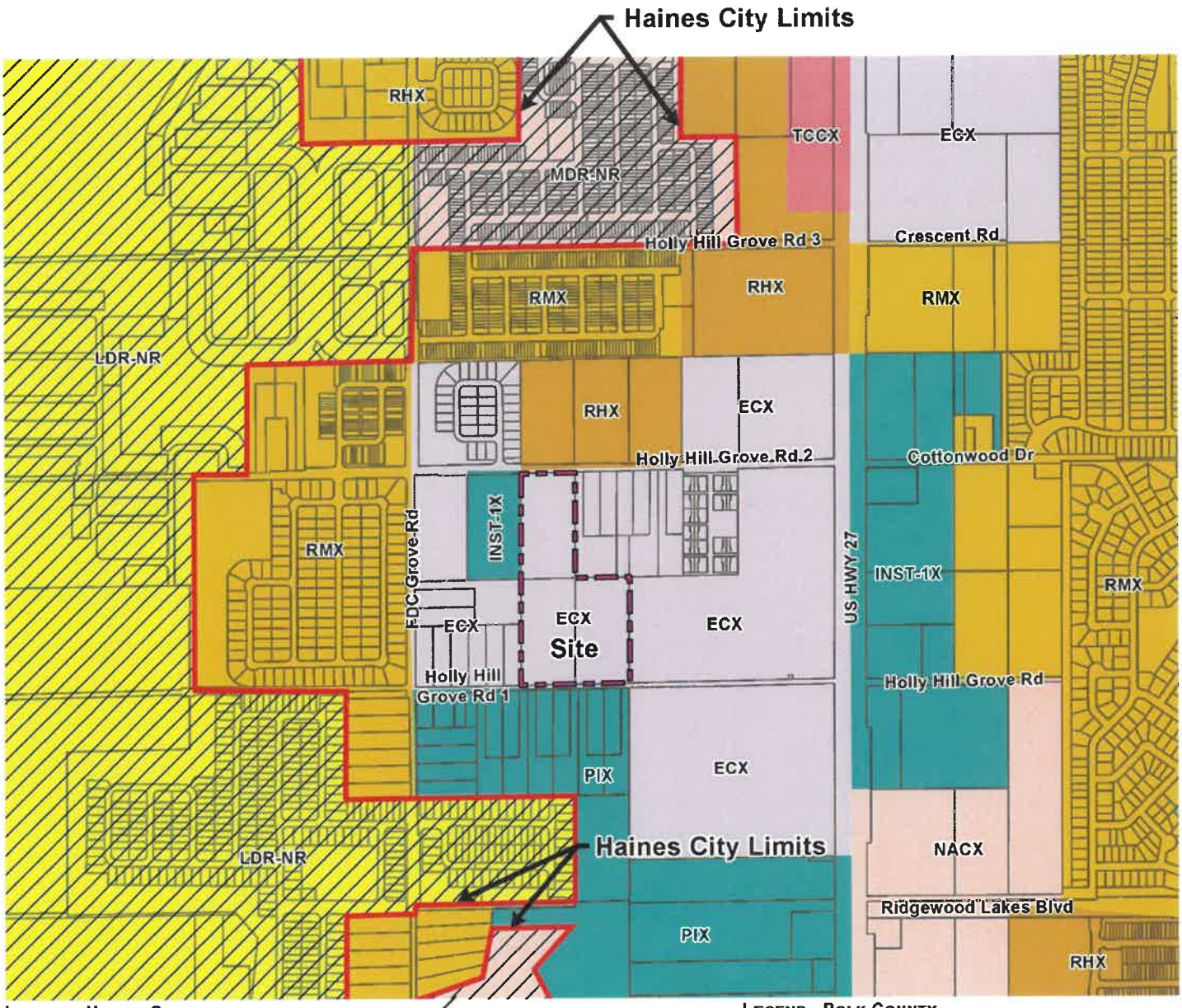
The overall site is comprised of three (3) tax parcels with a total acreage of approximately 14.61 acres. See Table 1.4.1. All three (3) parcels have an existing Future Land Use designation of Polk County Employment Center (ECX), and are within the Ridge Special Protection Area, North Ridge Selected Area Plan, Transit Supportive Development Area, and Green Swamp Protection Area.

The Applicant is requesting to amend the Future Land Use on the three (3) subject parcels from Employment Center (ECX) to Residential High (RHX) (Exhibit 3) in order to develop a maximum of (292) multi-family units (20 Du/Ac). The subject site's current Future Land Use designation of Employment Center (ECX) permits a maximum of 445,488 square feet (0.7 FAR) of commercial development. The Applicant's requested Future Land Use designation of Residential High (RHX) requires a minimum of 103 dwelling units (7 Du/Ac) to a maximum of 292 dwelling units (20 Du/Ac).

The proposed community will be developed consistent with Polk County Land Development Code (LDC). Stormwater retention will be provided on-site. The stormwater management system will be designed and constructed consistent with Polk County and Southwest Florida Water Management District (SWFWMD) standards. Recreation for the GPK HHG2 Community shall be provided in the form of community recreation areas that may include passive and active recreation opportunities. Open space tracts and buffers shall be provided consistent with the Polk County LDC.

Table 1.4.1

Property #	Alternate Key	City / County	Existing Future Land Use	Requested Future Land Use
Amendment Parcel				
27-26-30-708000-010030	010030	County	Employment Center (ECX)	Residential High (RHX)
27-26-30-708000-010130	010130	County	Employment Center (ECX)	Residential High (RHX)
27-26-30-708000-010140	010140	County	Employment Center (ECX)	Residential High (RHX)



GPK HHG2
Polk County, Florida

Exhibit 2
Existing FLU

NORTH

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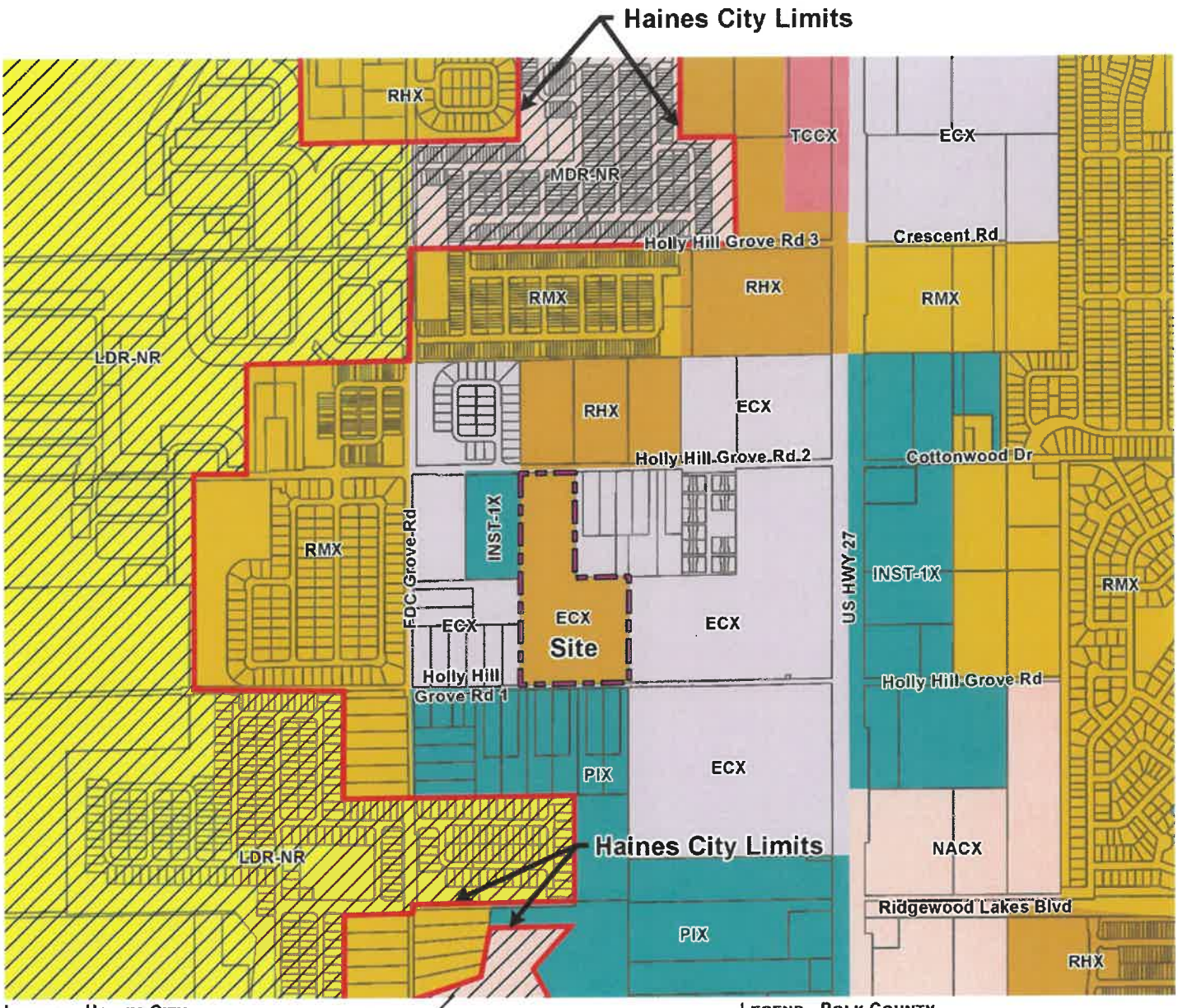

LEGEND - HAINES CITY

- LDR-NR
- MDR-NR

LEGEND - POLK COUNTY

- ECX - EMPLOYMENT CENTER
- INST-1X - INSTITUTIONAL
- NACX - NEIGHBORHOOD ACTIVITY CENTER
- PIX - PROFESSIONAL INSTITUTIONAL
- RMX - RESIDENTIAL MEDIUM
- RHX - RESIDENTIAL HIGH
- TCCX - TOURISM COMMERCIAL CENTER

GPK HHG2
Polk County, Florida

Exhibit 3
Proposed FLU

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NORTH

1.5 Existing Conditions:

Topography:

The Amendment Parcel has approximately 16' of topographic relief across the site that ranges from elevation 174' to elevation 190'. The high point is located within the central portion of the site. This high point is a ridge which splits the topography and generally runs north towards Holly Hill Grove Rd 2, which has an elevation of 179,' and south towards Holly Hill Grove Rd 1, which has an elevation of 174' (Exhibit 4).

Soils:
The subject site consists of Candler Sands (0-5% slopes) (Exhibit 5).

FEMA:
Per FEMA Map Panel 12105C0225G, there are no flood plains present on the subject site (Exhibit 6).

1.6 Adjacent Uses:

The community northwest of the Amendment Parcel is Country Walk Estates (PB 155, PGs 37 and 38). County Walk Estates has an existing Future Land Use designation of Employment Center (ECX) (Exhibit 7). This community is comprised of (34) single-family homes and was originally platted in July 2014. See Table 1.6.1.

The parcels north of the Amendment Parcel consist of (3) vacant parcels which are part of the Florida Development Co Subdivision (PB 3, PGs 60-63) and have an existing Future Land Use designation of Residential High (RHX) (Exhibit 7). These parcels have been approved for the development of (288) multi-family dwelling units as part of the Holly Hill Grove Apartments community. See Table 1.6.1.

The parcel west of the Amendment Parcel consists of a single-family home and (2) vacant parcels which are part of the Florida Development Co Subdivision (PB 3, PGs 60-63). Two (2) parcels have an existing Future Land Use designation of Employment Center (ECX) and one (1) parcel has an existing Future Land Use designation of INST-1X which permits the development of public and private education facilities, government-administration buildings, public-safety structures, cultural facilities, or health-care facilities (Exhibit 7).

The parcels south of the Amendment Parcel consist of (9) single-family homes which are part of the Florida Development Co Subdivision (PB 3, PGs 60-63) and have an existing Future Land Use designation of Professional Institutional (PIX) which permits the development of medical facilities, retail, and commercial uses (Exhibit 7).

The parcels west of FDC Grove Rd are the Holly Hill Estates (PB 123, PGs 27-29). Holly Hill Estates has an existing Future Land Use designation of Residential Medium (RMX) (Exhibit 7). The Holly Hill Estates community is comprised of (134) single-family homes and was originally platted in November 2003. See Table 1.6.1.

The parcel to the east of the Amendment Parcel has been recently approved for the amendment of the Future Land Use from Professional Institutional (PIX) to Employment Center (ECX). Walmart and Sam's Club have recently been approved for commercial development with a maximum floor area of 390,000 square feet and (4) outparcels with a maximum floor area of 67,500 square feet on 57.61 acres. See Table 1.6.1.

Table 1.6.1

Surrounding Developments				
Subdivision Name	**Relation to Subject Site**	**Approved Density / Intensity**	**Plat Book & Page**	**Date Approved**
Holly Hill Grove Apartments	North	288 Multi-Family Units	N/A	Sep-2024
Brentwood Townhomes	North	770 Multi-Family Lots	PB 194, PGs 16-19	Sep-2022
			PB 207, PGs 50-53	Aug-2024
			PB 209, PGs 1-4	Sep-2024
Cascades	South	1,068 Single-Family Lots	PB 193, PGs 37-52	Aug-2022
			PB 196, PGs 23-24	Dec-2022
			PB 208, PGs 9-20	Aug-2024
Country Walk Estates	North	34 Single-Family Lots	PB 182, PGs 2-3	Jan-2021
Holly Grove Village	East	40 Multi-Family Lots	PB 165, 22-24	Oct-2017
Walmart and Sam's Club	East	457,500 Sq Ft of Commercial	N/A	Sep-2024
Holly Hill Estates	West	237 Single-Family Lots	PB 123, PGs 27-29	Nov-2003
Sedgewick Trails	Northwest	76 Single-Family Lots	PB 182, PGs 2-3	Jan-2021
Wynnstone	West	1,984 Single-Family Lots	PB 213, PGs 16-33	Feb-2025

GPK HHG2
Polk County, Florida

Exhibit 4
Topographic Map

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Map Unit Symbol	Map Unit Name
3	Candler Sand, 0 to 5 percent slopes

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Polk County, Florida

Exhibit 5
Soils Map

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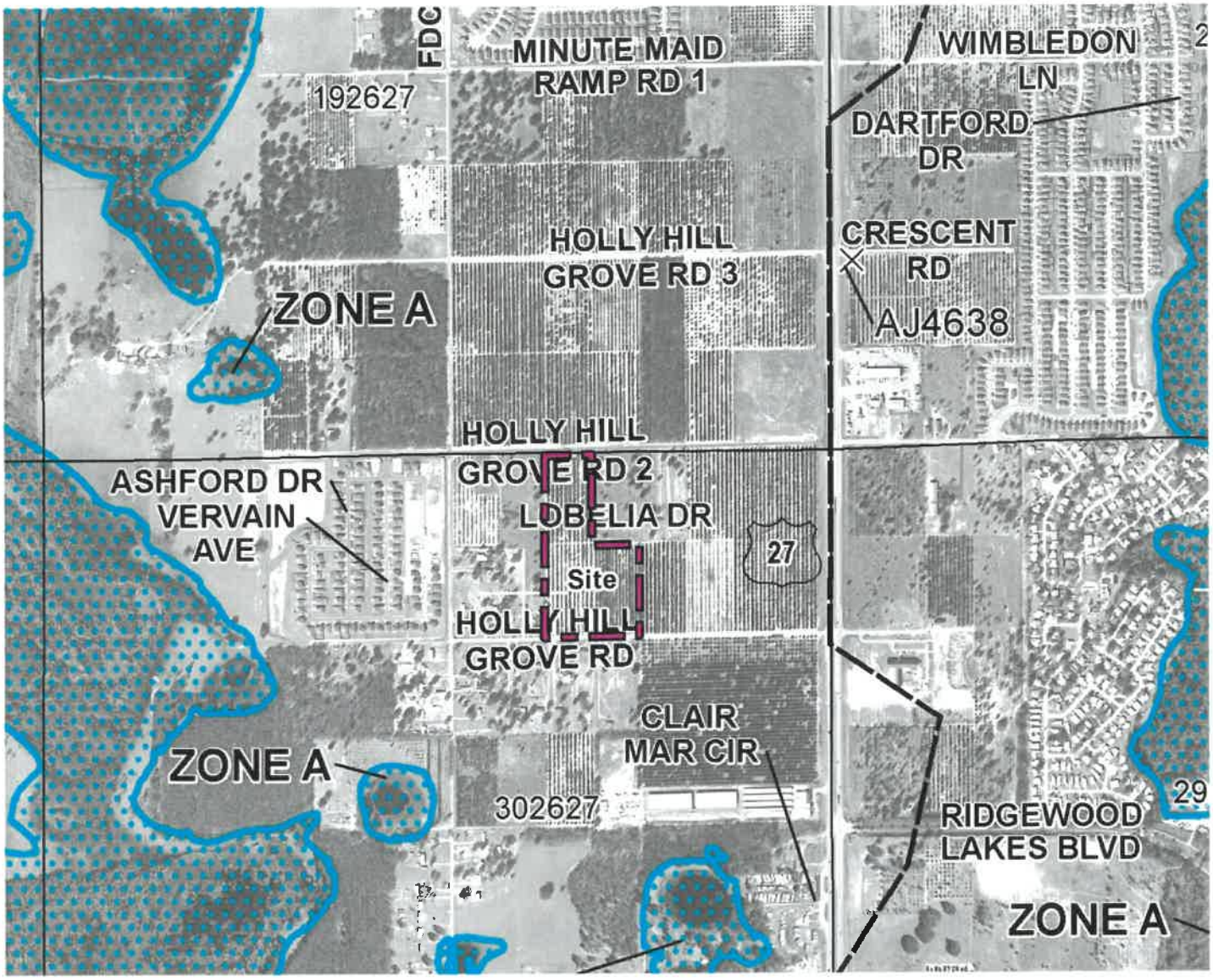

FEMA Flood Panel: 12105C0225G

GPK HHG2

Polk County, Florida

Exhibit 6
FEMA Map

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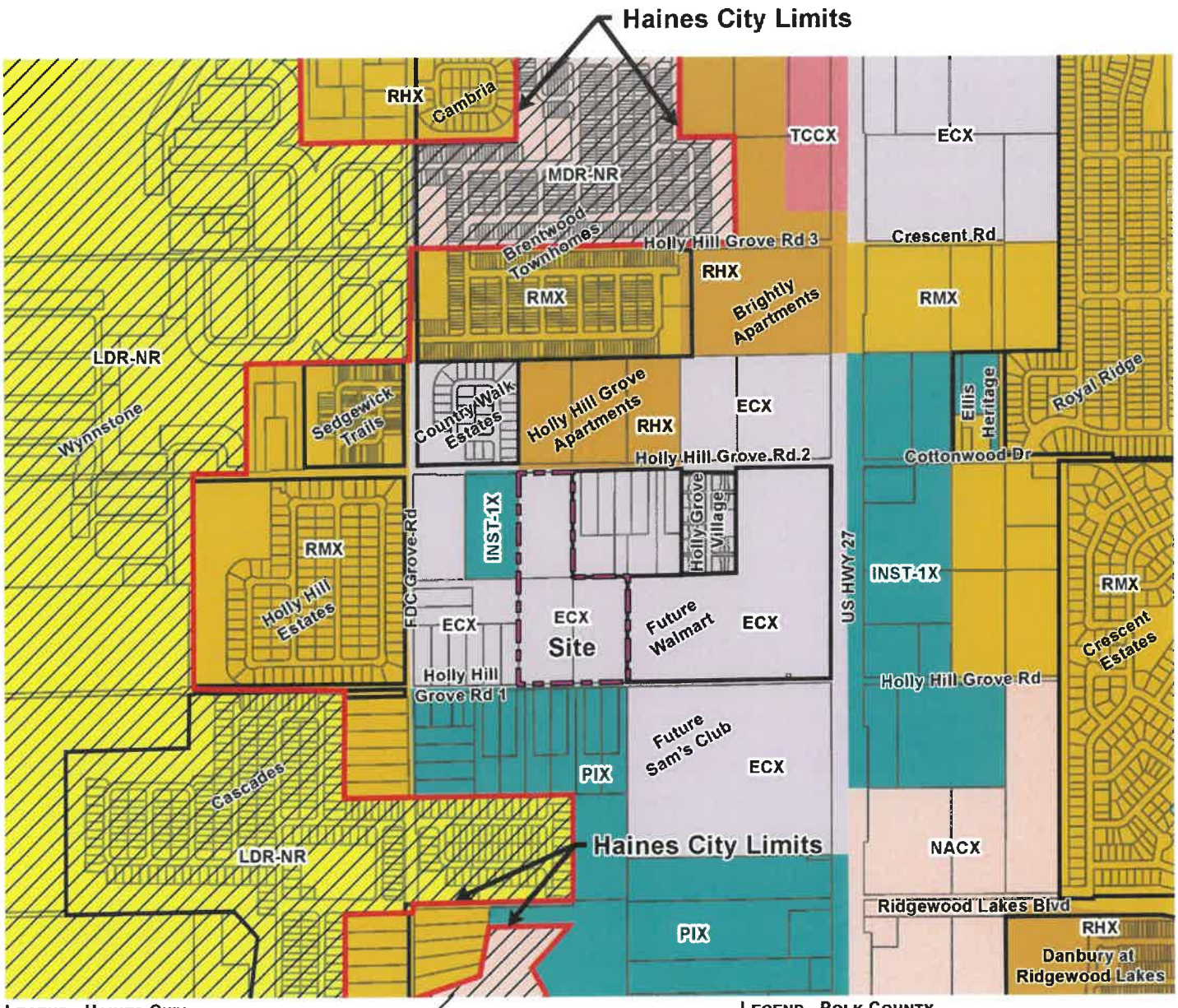

LEGEND - HAINES CITY

- LDR-NR
- MDR-NR

LEGEND - POLK COUNTY

- ECX - EMPLOYMENT CENTER
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- PIX - PROFESSIONAL INSTITUTIONAL
- RMX - RESIDENTIAL MEDIUM
- RHX - RESIDENTIAL HIGH
- TCCX - TOURISM COMMERCIAL CENTER

GPK HHG2
Polk County, Florida

Exhibit 7
Surrounding FLU

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1.7 Consistency with the 2045 Comprehensive Plan:

Pursuant to Polk County Land Development Code, the County shall be guided by the following review criteria when rendering a decision on an application for Level IV (4) Review.

Future Land Use Element:

Objective 2.102 – Growth Management

Policy 2.102-A10: Location Criteria

a. Nearness to incompatible land uses and future land uses, unless adequate buffering is provided

Response:

The subject site is within the North Ridge Selected Area Plan (SAP) and Ridge Special Protection Area (SPA). The development criteria of these areas promotes the development of residential uses in close proximity to commercial development. The proposed amendment will permit the development of high density residential adjacent to the proposed commercial center to the east of the subject site in accordance with the fundamental principles of the SAP.

The parcels adjacent to and in the vicinity of the subject site have land uses which support the development of high density residential. As stated in Section 1.6, the parcels to the east of the subject site consist of Employment Center (ECX). The parcels to the north consist of Residential High (RHX). The parcels to the west consist of Employment Center (ECX) and Institutional (INST-1X). The parcels to the south consist of Professional Institutional (PIX) (Exhibit 7). Amending the Future Land Use designation of the subject site from ECX to RHX will provide for a transition of development intensity from US HWY 27 to the low density residential within Haines City limits (Exhibit 3).

b. Nearness to agriculture-production areas

Response:

The subject site is within the Transit Supportive Development Area (TSDA) and the North Ridge Selected Area Plan. These areas were established to support high density and intensity development. The primary existing land use surrounding the subject site, as established by the SAP, is Employment Center (ECX), Residential Medium (RMX), Residential High (RHX), Institutional (INST-1X), and Professional Institutional (PIX) (Exhibit 2). These land uses do not allow agricultural uses.

c. Distance from populated areas

Response:

The Amendment Parcel is within close proximity to multiple Medium and High-Density Residential developments as well as a large commercial development to the east. See Table 1.6.1 and Exhibit 7.

d. Economic issues, such as minimum population support and market area radius (where applicable)

Response:

The subject parcel is located within the North Ridge Selected Area Plan which was established in anticipation of high density and intensity development. The estimated population as per the BEBR *Households and Average Household Size in Florida* is 763 people (2.61 per household).

e. Adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development

Response:

Potable Water and Reclaimed Water are adjacent to the subject site. The Force Main is along FDC Grove Rd and will be extended to serve the subject site. An estimated level of service for public utilities has been provided. See Section 1.8. Stormwater retention will be provided on site and will be designed in accordance with Polk County's Land Development Code and Southwest Florida Water Management District.

A non-binding school capacity determination letter was submitted to Polk County Public Schools; a copy of the determination letter is attached. See Appendix A and see Table 1.7.1 for School Proximity. Emergency services are within close proximity to the subject site. See Table 1.7.2. Community open space will be provided on site in accordance with the Polk County Land Development Code.

f. Environmental factors

Response:

The subject site has no wetlands or flood plains present on site. See Section 1.5. An Environmental Assessment shall be submitted under a separate cover.

Table 1.7.1

School Name	Distance from Subject Site
Bella Cita Elementary School	6.0 +/- miles
Citrus Ridge K-8 Middle School	8.9 +/- miles
Ridge Community Senior High School	4.8 +/- miles

Table 1.7.2

Service	Distance from Subject Site
Sheriff – 1100 Dunson Road, Davenport	3.9 +/- miles
Fire / EMS – 126 Cottonwood Dr, Davenport	0.6 +/- miles
Hospital - 40100 US HWY 27, Haines City, FL	1.8 +/- miles

Policy 2.102-A11: Urban Sprawl Criteria

Polk County will discourage the proliferation of urban sprawl by use of the following criteria when determining the appropriateness of establishing or expanding any land use or development area.

a. Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses in excess of demonstrated need.

Response:

The proposed amendment will permit the Applicant to develop high density multi-family housing (20 Du/Ac) within close proximity to US HWY 27 and within the rapidly urbanizing North Ridge Selected Area Plan. Recently approved projects such as the adjacent Walmart and Sam's Club commercial development shall provide employment and support services in close proximity to the residents of the proposed community.

b. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development.

Response:

The subject site is within the North Ridge Selected Area Plan which promotes urban style development. The existing future land use for the property is Employment Center (ECX), consistent with urban uses. The proposed amendment will not promote urban development within rural areas. The development of the subject site will promote a transition of use and intensity of the recently approved 57.61-acre Walmart and Sam's Club commercial development, which is direct adjacent to the subject site.

c. Promotes, allows or designates urban development in radial, strip isolated or ribbon patterns generally emanating from existing urban developments.

Response:

The proposed residential development is within the rapidly urbanizing Transit Supportive Development Area (TSDA) and North Ridge Selected Area Plan. Multiple surrounding properties have been developed, recently approved, or in process of being approved. See Section 1.6. The surrounding developments are generally clustered around Hwy 27, consistent with the TSDA. The amendment of the subject site will not create radial, strip isolated, or ribbon pattern development.

d. As a result of premature or poorly planned conversion of rural land to other uses, fails to adequately protect and conserve natural resources, such as, wetlands, floodplains, native vegetation, environmentally sensitive areas, natural shorelines, beaches, bays, estuarine systems, and other significant natural systems.

Response:

The subject site is within the North Ridge Selected Area Plan which promotes urban style development. The existing future land use for the property is Employment Center (ECX), consistent with urban uses. The proposed amendment will not promote urban development within rural areas. The development of the subject site will promote a transition of use and intensity of the recently approved 57.61-acre Walmart and Sam's Club commercial development, which is direct adjacent to the subject site. There are no flood plains or wetlands present on the subject site (Exhibit 6). An Environmental Assessment will be submitted under a separate cover.

e. Fails to adequately protect adjacent agricultural areas and activities including silviculture and active agricultural and silvicultural activities as well as passive agricultural activities and dormant, unique and prime farmlands and soils.

Response:

The subject site is within the Transit Supportive Development Area (TSDA) and the North Ridge Selected Area Plan. These areas were established to support high density and intensity development. The primary existing land use surrounding the subject site, as established by the SAP, is Employment Center (ECX), Residential Medium (RMX), Residential High (RHX), Institutional (INST-1X), and Professional Institutional (PIX) (Exhibit 7). These land uses do not allow agricultural uses.

f. Fails to maximize use of existing public facilities and services.

Response:

Potable Water and Reclaimed Water are adjacent to the subject site; capacity exists to serve the project. The Force Main is along FDC Grove Rd and will be extended to serve the subject site. An estimated level of service for public utilities has been provided. See Section 1.8. Stormwater retention will be provided on site and will be designed in accordance with Polk County's Land Development Code and Southwest Florida Water Management District.

g. Fails to minimize the use of future public facilities and services.

Response:

No new public facilities or services will need to be provided for the project as existing facilities and services are proposed to serve the site. The Applicant will coordinate with PCU to verify sufficient capacity to serve the site is available.

h. Allows for land use patterns or timing which will disproportionately increase the cost in time, money and energy, of providing public facilities and services including roads, potable water, sanitary sewer stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

Response:

Access to the subject site will be provided via Holly Hill Grove Rd 2 which intersects Hwy 27 to the east. Emergency access will be provided via Holly Hill Grove Rd 1. A Traffic Impact Assessment has been provided for review. See Appendix C.

Potable Water and Reclaimed Water are adjacent to the subject site; capacity exists to serve the project. The Force Main is along FDC Grove Rd and will be extended to serve the subject site. An estimated level of service for public utilities has been provided. See Section 1.8. Stormwater retention will be provided on site and will be designed in accordance with Polk County's Land Development Code and Southwest Florida Water Management District.

A non-binding school capacity determination letter was prepared by Polk County Public Schools and is attached for review. See Appendix A and Table 1.7.1 for School Proximity. Emergency services are within close proximity to the subject site. See Table 1.7.2 for proximity to emergency services.

i. Fails to provide a clear separation between urban and rural uses.

Response:

The proposed residential development will provide a transitional use between the high intensity of the adjacent Walmart and Sam's Club to the residential developments west of the subject site.

j. Discourages or inhibits in-fill development or redevelopment of existing neighborhoods and communities.

Response:

The development of the subject site does not isolate any of the surrounding properties. The density of the proposed residential development will provide the development patterns and densities needed for the development of the adjacent ECX, INST-1X, and PIX parcels.

k. Fails to encourage an attractive and functional mix of land uses.

Response:

The requested land use of RHX works in conjunction with the adjacent ECX, INST-1X, and PIX to provide the necessary housing and population needed to support the uses in which ECX, INST-1X, and PIX allow.

l. Results in poor accessibility among linked or related land uses.

Response:

The proposed residential development will have primary access via Holly Hill Grove Rd 2 which intersects Hwy 27 to the east, and emergency access via Holly Hill Grove Rd 1. This development will not impact the accessibility of the adjacent parcels and developments.

m. Results in the loss of a significant amount of functional open space.

Response:

The existing conditions of the subject site does not allow for the functional use as public open space. A minimum of 40% of the subject site will be reserved for open space per Polk County's Land Development Code Ch 5, Sec 504.

Objective 2.104-A - The Polk County Plan shall provide areas for the development of urban-intensity growth through the designation and mapping of Transit Supportive Development Area, and the establishment of policies to govern the development of land within the Transit Supportive Development Area.

Policy 2.104-A5: Development Criteria

a) Provide access to transit facilities

b) Connect to centralized potable water and sanitary sewer systems

c) Incorporate design features that promote healthy communities and green building practices, as established in Section 2.1251, Community Design, of this element

d) Implement "Complete Street" and "Conservation Development" principles as established under Section 2.1251, Community Design, of this element

e) Integrate pedestrian-oriented features, including sidewalks, trails or walkways into every development including appropriate pedestrian shelters or awnings

f) Provide access to civic space, parks, green areas, and open space and other amenities

g) Be supported by public safety (i.e., fire, EMS and law enforcement)

h) Have access to public schools

i) Provide connectivity with adjacent uses within the TSDA, and facilitate connectivity between the TSDA and other urban centers and the rural development areas

j) Encourage the inclusion of a variety of housing choices, other than single family detached homes, townhomes, condominiums, and residential units in mixed use buildings by establishing minimum densities that preclude the exclusive use of single family detached units within designated areas as established in Policy 2.104-A7

Response:

The subject site will connect to existing public transit facilities and trail networks, and provide a minimum of 500 square feet of recreational space per dwelling unit with an overall minimum open space of 40% as per Ch 5, Sec 504 of the Polk County Land Development Code.

Potable Water and Reclaimed Water are adjacent to the subject site. The Force Main along FDC Grove Rd and will be extended to serve the subject site. An estimated level of service for public utilities has been provided. See Section 1.8. Stormwater retention will be provided on site and will be designed in accordance with Polk County's Land Development Code and Southwest Florida Water Management District.

Section 2.131-Q – North Ridge Selected Area Plan

Vision Basic Principles:

12. Mixing residential and non-residential uses along with interconnectivity between neighborhoods and commercial districts will support a more efficient transportation pattern in the area as well as help maintain the level of service on US 27.

Response:

The parcel to the east of the subject site has been recently approved for a Walmart and Sam's Club commercial development on 57.61 acres of Employment Center (ECX) with no proposed residential. The proposed amendment of the subject site will provide a residential component that will support the development on the adjacent parcel. The Amendment Parcel will provide primary access along Holly Hill Grove Rd 2 and a pedestrian and bicycle path the proposed Walmart and Sam's Club east of the subject site.

Policy 2.131-U1: Ten percent (10%) of open space (30% of the area within the Green Swamp) shall be required of all development, to ensure an aesthetic and visually pleasing sense of place.

Section 2.132-B: Ridge Special Protection Area
Policy 2.132-B10 (d): All residential development must provide a minimum open space set-aside of no less than 30% of total land area.

Response:

The subject site is within the Green Swamp Area of Critical State Concern and Ridge Special Protection Area and will provide a minimum of 40% open space per Polk County's Land Development Code Ch 5, Sec 504.

Section 2.131-Q – North Ridge Selected Area Plan

Objective 2.131-Q: North Ridge Selected Area Plan – Development within the North Ridge Selected Area Plan (SAP) shall occur in accordance with the policies stated within the section in addition to all other policies within the Future Land Use Element and other elements incorporated within the Polk County Comprehensive Plan not in conflict with these policies.

Section 2.132-B: Ridge Special Protection Area

Policy 2.132-B10: Development Criteria

b. Development of RH parcels shall be subject to the following restrictions:

2. Consistent with the objectives and goal of making shorter the average daily trip lengths, and the goal of providing affordable housing in close proximity to places of employment and major transportation corridors, residential development within the RH parcel shall be allowed a maximum of 20 du/ac, providing the development meets the terms and conditions of this CARMP and Comprehensive Plan.

Response:

The subject site is immediately adjacent to a recently approved Walmart and Sam's Club which permits the development of a maximum of 390,000 square feet of commercial development and 67,500 square feet of outparcel commercial development on 57.61 acres of Employment Center (ECX) with no proposed residential. The proposed amendment of the subject site will provide a residential component that will support the adjacent commercial uses.

In addition to the future Walmart and Sam's Club development, there are approximately 24.09 acres with a Future Land Use of Employment Center (ECX). It can be anticipated that these parcels will be developed consistent with the ECX Future Land Use designation and will provide additional commercial development consistent with the North Ridge Selected Area Plan.

1.8 Impact Assessment Statements:

Land and Neighborhood Characteristics

1. How and why is the site suitable for the proposed uses

Response:

The subject site is within the North Ridge Selected Area Plan which was established to support a mix of high density and intensity urban development. The neighboring Employment Center (ECX) parcels have been recently approved for the development of a Walmart and Sam's Club, providing high intensity commercial development. The proposed amendment will permit the construction of high density residential that will support the adjacent commercial uses and provides a transition of uses to the residential to the west, consistent with the SAP. See Table 1.8.1.

Table 1.8.1

Surrounding Land Uses				
Relation to Subject Site	Subdivision / Development Name	Future Land Use	Approved Density / Intensity	Du/Ac
North	Country Walk Estates	Employment Center (ECX)	34 Single-Family Lots	3.54
	Holly Hill Grove Apartments	Residential High (RHX)	288 Multi-Family Units	19.89
East	Florida Development Co Subdivision	Employment Center (ECX)	Vacant	0.00
	Walmart and Sam's Club		457,500 Square Feet Commercial	0.00
South	Florida Development Co Subdivision	Professional Institutional (PIX)	35 Single-Family Lots	0.99
West	Holly Hill Estates	Residential Medium (RMX)	237 Single-Family Lots	6.14
Center	Florida Development Co Subdivision	Institutional (INST-1X)	Vacant	0.00

Within the Haines City limits west of Holly Hill Estate is the future Wynnstone Residential Planned Unit Development. This community is currently under review and is entitled to develop a maximum of 1,984 single-family lots (4.99 Du/Ac).

With the goals and objectives of the North Ridge Selected Area Plan and the close proximity to high density residential development and large-scale commercial development, the proposed Future Land Use amendment from Employment Center (ECX) to Residential High (RHX) will permit a transitional use between the urbanized development pattern on US HWY 27 to the lower density communities west of the subject site.

2. Provide a site plan showing each type of existing and proposed land use.

Response:

A Conceptual Land Use Plan is attached (Appendix B). Existing and proposed Future Land Use Maps are included in this report (Exhibits 2 and 3).

3. Describe any incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses.

Response:

The proposed Residential High (RHX) land use designation is consistent with the surrounding Future Land Uses and shall be developed consistent with the Polk County Land Development Code. A detailed site plan will be developed and submitted; any incompatibilities will be identified and mitigated at the time of review.

4. Explain how the requested district may influence future development patterns if the proposed change is located in an area presently undeveloped.

Response:

The proposed Residential High (RHX) land use designation will provide high density residential to an area of the county that is experiencing rapid growth. A majority of the properties adjacent to the subject site are developed or approved for development. The proposed change will enhance the current development patterns to create an overall mixed-use area with various types of residential and commercial development.

5. Describe each of the uses proposed in a future Planned Development, if land use amendment is approved and identify the following

a. The density and types of residential dwelling units:

Response:

A maximum of (20) dwelling units per acre is proposed. A detailed site plan showing the proposed development shall be submitted for review under a separate application.

b. The type of commercial and industrial uses:

Response:

Not applicable.

c. The approximate customer service area for commercial uses; and

Response:

Not applicable.

d. The total area proposed for each type of use, including open space and recreation.

Response: Table 1.8.2

Total Project Area	14.61 Acres
Open Space	Minimum of 40% (5.84 Acres)
Recreation	500 Sq Ft per Dwelling Unit (3.35 Acres)

Access to Roads and Highways:

1. Calculate the number of vehicle trips to be generated daily and at PM peak hour based on the latest ITE or provide a detailed methodology and calculations;

   Response:

   The project will produce (116) AM peak hour trips and (150) PM peak hour trips. A detailed Traffic Impact Assessment has been provided for review. See Appendix C.

2. Indicate what modifications to the present transportation system will be required as a result of the proposed development;

   Response:

   Per the attached Traffic Impact Assessment, no significant modifications to the existing transportation system are required at this time. A detailed Traffic Impact Assessment has been provided for review. See Appendix C.

3. List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development;

   Response:

   Multi-family apartments require two (2) spaces per unit. The proposed amendment will permit a maximum of (292) multi-family units, requiring a maximum of (584) parking spaces. Final determination shall be made with site plan review. A detailed Traffic Impact Assessment has been provided for review. See Appendix C.

4. Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads); and

   Response:

   Access to the subject site shall be provided on Holly Hill Grove 2. A secondary emergency access may be provided on Holly Hill Grove 1 and will be determined at site plan review. A detailed Traffic Impact Assessment has been provided for review. See Appendix C.

5. Indicate the modes of transportation, other than the automobile, that have been considered (e.g., pedestrian, bicycle, bus, train or air) and describe the modes.

   Response:

   Alternate modes of transportation shall be evaluated with site plan review. A detailed Traffic Impact Analysis has been provided. See Appendix C.

Sewage:

1. Calculate the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development.

Response: Per Policy 4.203-A2 the Level of Service for Sanitary Sewer Facilities is 270 gallons per day per equivalent residential connections (GPERC). See Table 1.8.3.

Table 1.8.3

Waste Water LOS	Total Acreage	Dwelling Units Estimated	LOS (GPD / Dwelling Unit)	Estimated Demand (GPD)
Residential	14.61	292	270	78,840 GPD

2. Describe the proposed method and level of treatment, and the method of effluent disposal for the proposed sewage treatment facilities if on-site treatment is proposed.

Response:

The proposed development shall connect to a centralized sanitary sewer owned and maintained by Polk County Utilities (PCU). The applicant will coordinate with PCU to verify sufficient capacity to serve the site is available.

3. Indicate the relationship of the proposed sewage system to Polk County's plans and policies for sewage treatment systems.

Response:

The proposed development will be served by Polk County Utilities (PCU). The applicant will coordinate with PCU to verify sufficient capacity to serve the site is available.

4. Identify the service provider

Response:

Polk County Utilities will provide potable, reclaim, and wastewater service to the property.

5. Indicate the current provider's capacity and anticipated date of connection.

Response:

The Applicant will coordinate with Polk County Utilities to ensure sufficient capacity to serve the site is available. It is anticipated that the property will connect to the wastewater system in 2026 / 2027.

Water Supply:

1. Indicate the proposed source of water supply and the type of treatment.

Response:

Polk County Utilities will provide the site with potable and reclaimed water services.

2. Identify the service provider.

Response:

Polk County Utilities will provide potable and wastewater service to the property.

3. Calculate the estimated volume of consumption in gallons per day (GPD)

Response: Per Policy 4.203-A2 the Level of Service for Potable Water is 360 gallons per day per equivalent residential connection (GPERC). See Table 1.8.4.

Table 1.8.4

Potable Water LOS	Total Acreage	Dwelling Units Estimated	LOS (GPD / Dwelling Unit)	Estimated Demand (GPD)
Residential	14.61	292	360	105,120 GPD

4. Indicate the current provider's capacity and anticipated date of connection.

Response:

The Applicant will coordinate with Polk County Utilities to ensure sufficient capacity to serve the site is available. It is anticipated that the property will connect to the potable water system in 2026 / 2027.

Surface Water Management and Drainage:

1. Discuss the impact the proposed development will have on surface water quality.

Response:

There are no existing surface water areas on the subject site that would be impacted by the proposed development. Stormwater management shall be provided via on-site detention ponds consistent with the Polk County and the Water Management District requirements.

2. Describe the alteration to the site's natural drainage features, including wetlands, that would be necessary to develop the project.

Response:

No wetlands have been identified on the subject site and the site is within Flood Zone X (Exhibit 6). The existing drainage basin will be maintained via on-site detention consistent with the Polk County Land Development Code and Southwest Florida Water Management District.

3. Describe the impact of such alterations on the fish and wildlife resources of the site.

Response:

A detailed Environmental Assessment shall be submitted under a separate cover.

4. Describe local aquifer recharge and groundwater conditions and discuss the changes to these water supplies which would result from development of the site.

Response:

The subject site is not in a high priority Aquifer Recharge Area. No on-site wells are proposed that would impact the ground water conditions. The master stormwater system will provide treatment and attenuation for the on-site improvements and will be designed and constructed consistent with the Polk County Land Development Code and Southwest Florida Water Management District.

Population:

1. Calculate the projected resident and transient population of the proposed development and the generated population in the case of commercial and industrial uses.

Response:

The development of the subject site proposed 292 dwelling units (20 Du/Ac). An average of 2.61 residents per household per the BEBR *Households and Average Household Size in Florida* will result in an estimated generated population of 763 people.

2. Describe, for commercial and industrial projects, the employment characteristics including the anticipated number of employees, type of skills or training required for the new jobs, the percentage of employees that will be found locally or are expected to be drawn from outside the county or state, and the number of shifts per day and employees per shift.

Response:

Not applicable.

3. Indicate the expected demographic composition of the additional population (age / socio-economic factors);

Response:

According to the 2020 Decennial Census for the zip code (33837) in which the area of work is located, the population was (36,302) people. See Table 1.8.5.

Table 1.8.5

Population	
Population	36,302
Age and Sex	
Persons under 5 years, percent	7.1%
Persons under 18 years, percent	24.50%
Persons 65 years and over, percent	16.10%
Female persons, percent	48.99%
Race and Hispanic Origin	
White alone, percent	52.10%
Black or African American alone, percent	9.71%
American Indian and Alaka Native alone, percent	0.66%
Asian alone, percent	2.24%
Native Hawaiian and Other Pacific Islander alone, percent	0.06%
Other Race alone	15.67%
Two or More Races, percent	19.57%

Per ACS, the total number of households recorded in the 2020 Census for the zip code (33837) in which the area of work is located, was (15,223) households. The median household income for the proposed developments zip code was $75,861.

4. Describe the proposed service area and the current population thereof.

Response:

Not applicable.

General Information:

1. List and discuss special features of the proposed development that promote desirability and contribute to neighborhood needs;

Response:

The proposed residential development will provide housing in close proximity to the employment centers along US HWY 27.

2. Discuss the demand on the provision for the following services.

a. Parks and Recreation;

Response:

Polk County estimates a need of 6.95 acres of public parks and open space per 1,000 people. The HHG2 development proposes 763 residents, which projects a need of 5.30 acres of public park and open space land. The closest recreation to the proposed residential development is the east trailhead of the Hilochee Wildlife Management Area, about 2.5 miles from the subject site. This trail access provides access to approximately 3.5 miles of trail.

The proposed residential development will provide a minimum of 500 square feet of recreation space for each dwelling unit for a total of 3.35 acres of park space of the projected 5.30 acres of needed public park / open space. The remaining 1.95 acres of park / open space will be provided via the remaining 2.49 acres of open space required on-site.

b. Educational Facilities (preschool / elementary / middle school / high school);

Response:

Bella Cita Elementary, Citrus Ridge K-8 Middle School, and Ridge Community Senior High School is within proximity of the subject site. See Table 1.7.1. A School Capacity Determination letter has been submitted (Appendix A).

c. Health Care (Emergency / Hospital);

Response:

Heart of Florida Medical Center is approximately 1.8 miles from the subject site. See Table 1.7.2.

d. Fire Protection;

Response:

Polk County Fire Station 38 is approximately 0.6 miles from the subject site. See Table 1.7.2.

e. Police Protection and Security;

Response:

Polk County Sheriff's office is approximately 3.9 miles from the subject site. See Table 1.7.2.

f. Electrical Power Supply.

Response:

Duke Energy provides electrical services to this area of Polk County.

Maps:

1. Maps shall be used to give the public agencies a clear graphic illustration and visual understanding of the proposed development and the potential positive and negative impacts resulting from the development.

Response:

Acknowledged, please see Exhibits 1 through 7.

2. Maps shall be of sufficient type, size, and scale to facilitate complete understanding of the elements of the proposed development. Scales shall be clearly indicated on each map and the dates of preparation and revisions shall be included. The project boundaries shall be overlaid on all maps. The following maps shall accompany all Impact Assessment Statements:

Response:

Acknowledged, please see Exhibits 1 through 9.

3. Map A: A location map showing the relationship of the development to cities, highways, and natural features;

Response:

A location map is included within this report (Exhibit 1).

4. Map B: A Topographical Map with contour intervals of no greater than five feet, the identification of the property boundaries, and a delineation of the areas of special flood hazard (100 year flood plain) as shown on the Flood Insurance Rate Maps issued by the Federal Emergency Management Agency (FEMA) for Polk County;

Response:

A Topographic Map is included within this report (Exhibit 4).

5. Map C: A Land Use and Land Use District Map showing the existing land use designations and districts on and abutting the proposed development, including lot sizes and density;

Response:

A Future Land Use map is included within this report (Exhibits 2, 3, and 7).

6. Map D: A Soils Map with soils designated according to Natural Resources Conservation Service classifications. If available, USDA Natural Resources Conservation Service (NRCS) soil surveys are preferable;

Response:

A Soils Map is included within this report (Exhibit 5).

7. Map E: A Traffic Circulation Map identifying any existing roads on or adjacent to the proposed development and indicating the name of the roads, maintenance jurisdiction, and pavement and right-of-way widths.

Response:

A Traffic Circulation Map is included within this report (Exhibit 8). A Traffic Impact Assessment has been provided (Appendix C).

8. Map F: A Site Plan showing land uses, the layout of lots, the type and maximum density for each type of residential area; the typical minimum lot sizes and dimensions for each use and unit type, and the dimensions, locations, and types of buffers, easements, open space areas, parking and loading areas, setbacks, and vehicular circulation routes; and

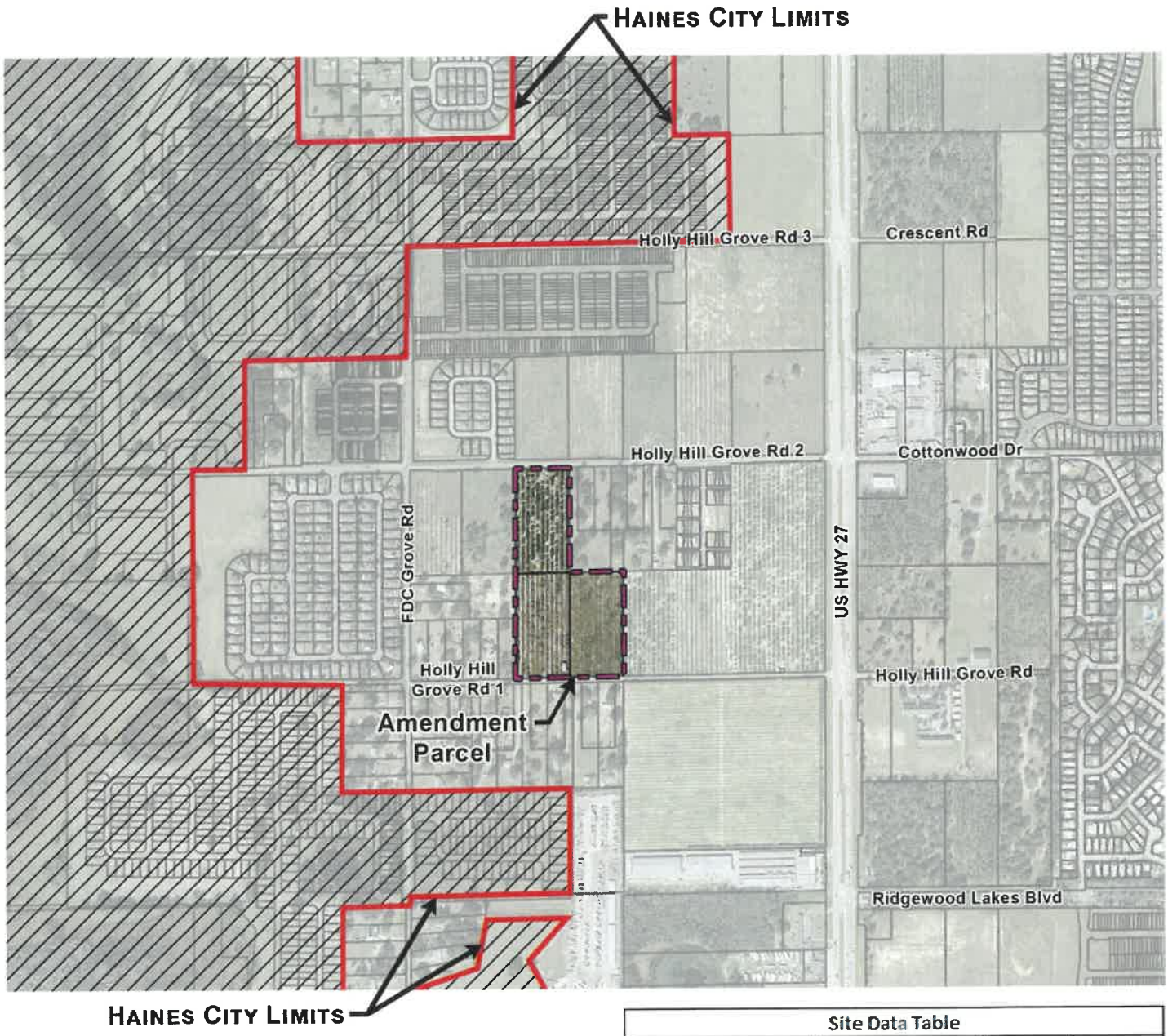
Response:

A Site Plan for the residential development has not been developed. A detailed site plan will be submitted at a future date. All development shall be consistent with the Polk County Land Development Code, which provides the requested information.

9. Map G: A Drainage Map delineating existing and proposed drainage areas, water retention areas, drainage structures, drainage easements, canals, wetlands, watercourses, and other major drainage features.

Response:

A Drainage Map is included within this report (Exhibit 9). There are no existing drainage structures, canals, wetlands, watercourses, or other major drainage features present on-site. A Site Plan for the residential development has not been developed at the time of this report. A detailed Site Plan will be submitted at a future date. All development shall be consistent with the Polk County Land Development Code, which provides the requested information.



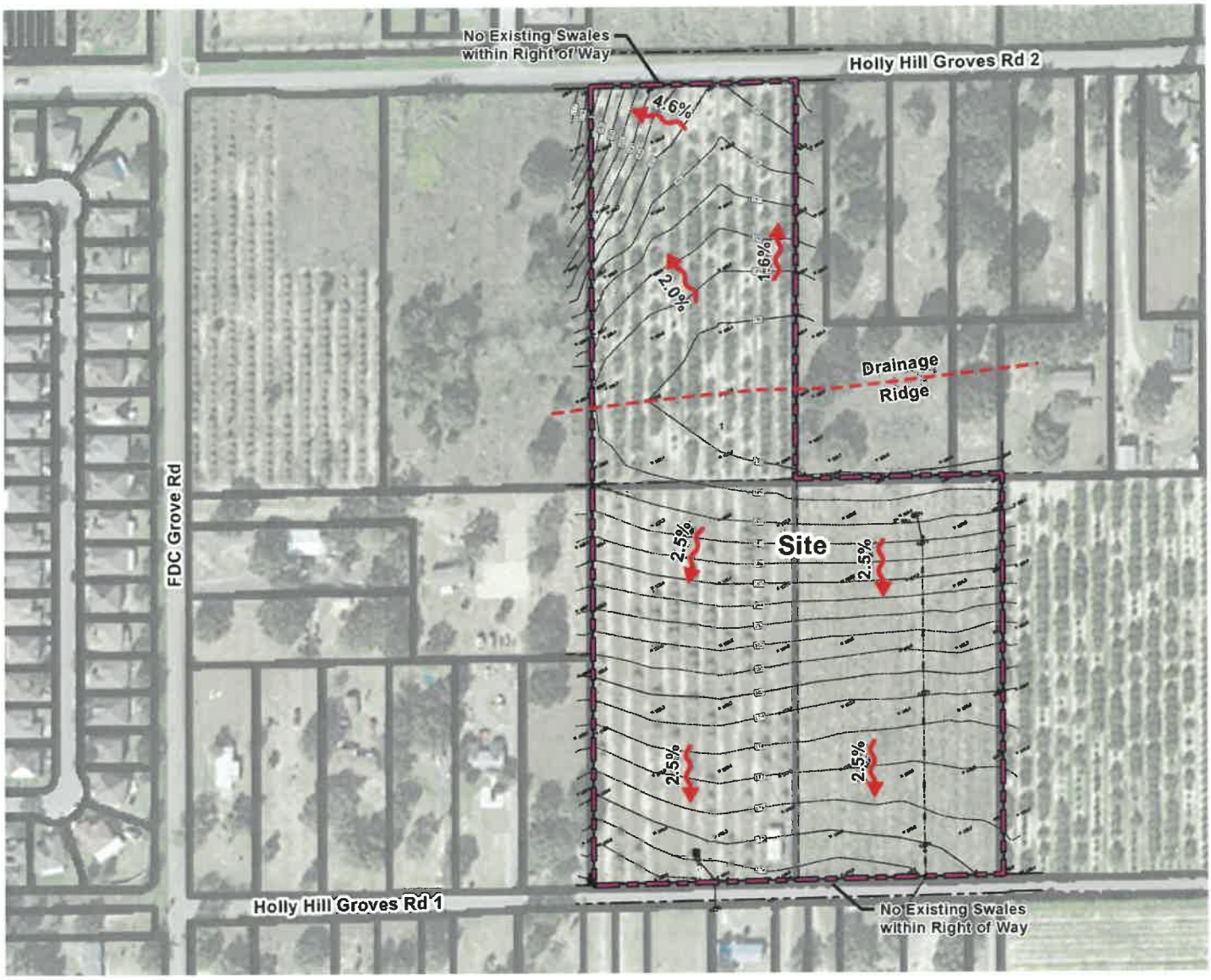
Site Data Table			
Road name	Maintenance Jurisdiction	Paved	R/W Width
FDC Grove Rd	Local Road	Yes	55'
Holly Hill Grove Rd 1	Local Road	Yes	40'
Holly Hill Grove Rd 2	Local Road	Yes	40'
Holly Village Dr	Privately Owned and Maintained	Yes	Private
US HWY 27	Arterial Highway	Yes	120'

GPK HHG2
Polk County, Florida

Exhibit 8
Traffic Circulation Map

NORTH

daly design group
Urban Planning · Landscape Architecture · Project Management
913 N Pennsylvania Ave, Winter Park, Florida 32789
Phone 407.740.7373 · www.dalydesign.com
Job No.: 25201 Scale: nts Date: 05.01.2025



GPK HHG2
Polk County, Florida

Exhibit 9
Existing Drainage Map

NORTH

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913 N Pennsylvania Ave, Winter Park, Florida 32789
Phone 407.740.7373 · www.dalydesign.com
Job No.: 25201 Scale: nts Date: 05.07.2025

1.9 Green Swamp Impact Assessment Statements:

1. Flood Plain development requirements in this Code under Section 3.11.07D, where applicable.

Response:

Per FEMA Map Panel 12105C0225G, the site is not within a flood zone (Exhibit 6).

2. Wetland development requirements in this Code under Section 3.11.07E, where applicable.

Response:

No wetlands have been identified on the subject site.

3. Minimize the adverse impacts of development on resources of the Floridian Aquifer, wetlands, and flood detention areas.

Response:

Polk County Utilities will provide potable and wastewater services to the subject site and no wells are proposed. There are no wetlands that have been identified on site and the master stormwater management area will be designed and constructed consistent with the Land Development Code, Water Management District, and Green Swamp regulations. A detailed Site Plan will be provided at the time of Preliminary Plan review.

4. Protect or improve the normal quantity, quality, and flow of ground water and surface water which are necessary for the protection of resources of state and regional concern.

Response:

The flow of ground and surface water will be managed in accordance with the Land Development Code, Water Management District, and Green Swamp regulations.

5. Protect or improve the water available for the aquifer recharge.

Response:

The proposed residential development will be designed and constructed consistent with regulatory requirements. It is not anticipated that the proposed development on the subject site will impact available water capacity or the ability for the aquifer to recharge. The subject site is not within a wellfield protection district. The soils on-site are Candler 0-5% slope and the subject site is not within an identified high recharge areas.

6. Protect or improve the functions of the Green Swamp Potentiometer High of the Floridian Aquifer.

Response:

No wells are proposed on site and it is not anticipated that the proposed residential development will have any impacts to the Green Swamp Potentiometer High of the Floridian Aquifer.

7. Protect or improve the normal supply of ground and surface water.

Response:

The subject site will be served by Polk County Utilities. No on-site wells that would have an impact on the ground water are proposed. The master stormwater management system is anticipated to be a dry detention pond and will be designed and constructed consistent with regulatory requirements of the Land Development Code and Water Management District.

8. Prevent further salt water intrusion into the Floridian Aquifer.

Response:

The subject site is not within a salt water intrusion area of concern. The proposed development will be served by centralized utilities provided by Polk County Utilities.

9. Protect or improve existing ground and surface water quality.

Response:

The subject site will be served by Polk County Utilities. No on-site wells that would have an impact on ground water are proposed. The master stormwater management system is anticipated to be a dry detention pond and will be designed and constructed consistent with regulatory requirements of the Land Development Code and Water Management District.

10. Protect or improve the water retention capabilities of wetlands.

Response:

The subject site does not contain any wetlands on site. The proposed development will not have an impact on wetlands.

11. Protect or improve the biological filtering capabilities of wetlands.

Response:
The subject site does not contain any wetlands on-site. The proposed development will not have an impact on wetlands.

12. Protect or improve the natural flow regime of drainage basins.

Response:

The natural flow regime of drainage basins will be designed and constructed in accordance with the requirements of the Polk County Land Development Code and Water Management District.

13. Protect or improve the design capacity of flood detention areas and the water management objectives of these areas through the maintenance of hydraulic characteristics of drainage basins.

Response:

The master stormwater pond will be designed and constructed in accordance with the requirements of the Polk County Land Development Code and Water Management District.

Appendix A
Lake County Schools Capacity Determination

POLK COUNTY
PUBLIC SCHOOLS

BOARD MEMBERS

Dr. William Allen
Board Chair
District 1

Justin Sharpless
Board Vice-Chair
District 6

Travis L. Keyes
District 2

Rick Nolte
District 3

Sara Beth Wyatt
District 4

Kay Fields
District 5

Lisa Miller
District 7

ADMINISTRATION

Frederick R. Heid
Superintendent

April 25, 2025

PCSB: NB2025-042502

Daly Design Group
Attn: William Maki
913 N Pennsylvania Ave
Winter Park, FL 32789
(407) 740-7373
Email: BMaki@dalydesign.com

Dear William Maki:

This letter is in response to your request for a **non-binding school concurrency determination** for the proposed **GPK HHG2** project located on parcel numbers 272630-708000-010030, 272630-708000-010130, and 272630-708000-010140. Currently, there is **insufficient capacity at the zoned elementary and adjacent zoned schools**. There is available capacity at the zoned middle school. There is insufficient capacity at the zoned high school; however, there is adequate capacity in the adjacent zoned school. **If this application were seeking Binding Concurrency, this letter would serve as a finding of inadequate capacity to serve the proposed development.** This development would need to either wait for capacity to become available or enter into a mitigation agreement. Please see the table below for concurrency analysis. Please see the table below for concurrency analysis.

Elementary School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Bella Citta (Zoned)	980	1,053	246	292 MF	36	No (-173)
Citrus Ridge (Adjacent)	517	624	297	292 MF	36	No (-190)
Horizons (Adjacent)	1,540	1,594	150	292 MF	36	No (-96)
Loughman Oaks (Adjacent)	1,179	1,420	422	292 MF	36	No (-181)

Middle School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Bella Citta (Zoned)	447	770	160	292 MF	18	Yes (+133)
Citrus Ridge (Adjacent)	582	981	200	292 MF	18	Yes (+199)

High School	Current Enrollment	Concurrency Capacity	Reserved Capacity	Housing Units	Students Generated by Project	Capacity Available
Ridge Community (Zoned)	2,626	2,848	378	292 MF	22	No (-156)
Auburndale (Adjacent)	1,787	2,404	561	292 MF	22	Yes (+56)

The School Board of Polk County has encumbered the available capacity **pending** the certificate of concurrency from Polk County Land Development.

Prior to Polk County Land Development's issuance of a final development order **(approved Level 2)**, the seats will be reserved for a period of 18 months in accordance with Section 4.E.2 (a & d) below of the adopted Interlocal Agreement for Public School Facilities Planning.

Once the final development order has been issued by the city, the development must have proceeded to the horizontal construction phase prior to the end of the eighteen (18) month period for reserved capacities and the agreement to remain valid. At a minimum, this construction shall include rough lot grading consistent with an approved Water Management District Stormwater Permit. The construction phase shall exclude model homes.

4.E.2d. If the development does not proceed to construction with the specified period and school concurrency lapses, then the applicant may request the affected local government to issue a renewed certificate of school concurrency. As part of this request, the applicant must confirm that relevant project information remains the same as previously submitted or provide updated project details. The local government will renew the certificate of school concurrency if the School Board determines that there continues to be adequate school capacity to serve the proposed development subject to the provisions of 4.E.1.

After the eighteen (18) month period, if the governing municipality withdraws, terminates, or suspends the concurrency, then the applicant must reapply for school capacity determination. Please call the facilities planning and real estate department at 863-534-0620 ext. 581 or email at planning@polk-fl.net if you need any further assistance.

Sincerely,

POLK COUNTY
PUBLIC SCHOOLS
STUDENTS FIRST

Malissa Celestine | Senior Coordinator Facilities Planning
Facilities Planning & Real Estate Department | Polk County Public Schools
1909 South Floral Avenue, Bartow, FL 33830
T: (863)-534-0620 x 313 / Malissa.Celestine@polk-fl.net

c: Ben Dunn, Director of Planning & Development- Polk County BoCC benjamindunn@polk-county.net
Benjamin Ziskal, Director of Land Development - Polk County BoCC benjaminziskal@polk-county.net
Erik Peterson, Planning Administrator- Polk County BoCC erikpeterson@polk-county.net
Rita Karacson, Development Coordination Supervisor- Polk County BoCC ritakaracson@polk-county.net

Appendix B

Conceptual Land Use Plan

Prepared by: Daly Design Group

GPK HHG2

Polk County, FL

Site Data

Gross Land Area	**14.61 AC**
①- 27-26-30-708000-010030	**4.87 AC**
②- 27-26-30-708000-010130	**4.87 AC**
③- 27-26-30-708000-010140	**4.87 AC**
Total Wetlands	**0.00 AC**
Total Flood Zone	**0.00 AC**
Maximum Multi-Family Dwelling Units	**292 Units**

Coneptual Site Plan

daly design group
Urban Planning · Landscape Architecture · Project Management
913 N Pennsylvania Ave, Winter Park Florida 32789
Phone 407.740.7373 · www.dalydesign.com

Job No : 25201 Scale: NTS Date: 03.20.2025

NORTH

MP-01

Appendix C

Conceptual Traffic Impact Assessment

Prepared by: Raysor Transportation Consulting

RAYSOR Transportation Consulting

TECHNICAL MEMORANDUM

TO: GPK SE HOLDING, LLC
8615 COMMODITY CIRCLE, SUITE 17
ORLANDO, FLORIDA 32819

FROM: MICHAEL D. RAYSOR, P.E.
RAYSOR TRANSPORTATION CONSULTING, LLC

SUBJECT: HOLLY HILL DEVELOPMENT
TRAFFIC IMPACT ASSESSMENT STATEMENT

DATE: APRIL 23, 2025

MICHAEL DANIEL RAYSOR LICENSE No. 60919 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Michael Daniel Raysor P.E., on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

1.0 | INTRODUCTION

This technical memorandum documents a Traffic Impact Assessment Statement prepared in support of a proposed Land Use District Modification for the "Holly Hill Development". The subject 19.24 acre project site consists of parcel #'s 272630708000010010, 272630708000010030, 272630708000010130, and 272630708000010140, located east of FDC Grove Road, between Holly Hill Grove Road 1 and Holly Hill Grove Road 2, in Polk County, Florida; as shown in **FIGURE 1.0**. The Land Use District Modification is being sought to modify the current Employment Center (ECX) land use district to the Residential High (RHX) land use district.

This Traffic Impact Assessment Statement was performed in accordance with §910.B of the Polk County Land Development Code, as follows:

POLK COUNTY LDC §910.B

To assess the impact of the proposed development on the existing, planned and programmed road system, the applicant shall:

1. *Calculate the number of vehicle trips to be generated daily and at PM peak hour based on the latest ITE or provide a detailed methodology and calculations;*

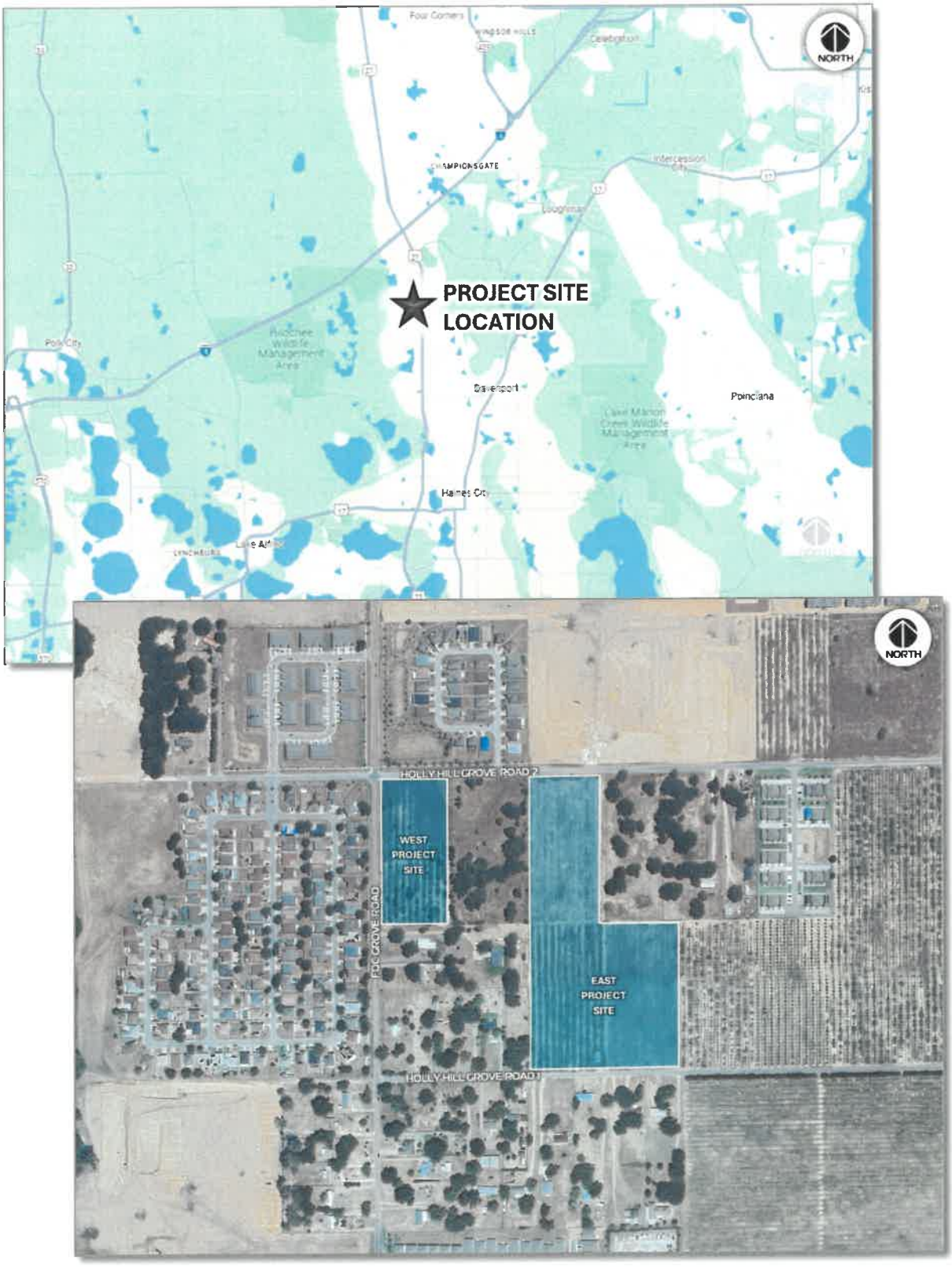
2. *Indicate what modifications to the present transportation system will be required as a result of the proposed development;*

3. *List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development;*

4. *Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads); and*

5. *Indicate the modes of transportation, other than the automobile, that have been considered (e.g., pedestrian, bicycle, bus, train or air) and describe the modes.*

FIGURE 1.0 | PROJECT SITE LOCATION



2.0 | LAND USE DEVELOPMENT POTENTIAL

The maximum development potential for the current and proposed land use district scenarios for the subject project was identified in accordance with §2.131-Q of the Polk County Comprehensive Plan; noting that the project site is located within the North Ridge Selected Area Plan.

The ECX classification in the North Ridge Selected Area Plan is intended to accommodate the employment and functional needs of the urbanizing northeast area of the County. The ECX will generally contain office and support facilities, college and university uses, commercial, light assembly, and limited warehousing uses. The maximum intensity of development has a baseline floor-area-ratio (FAR) of 0.70, which can be increased up to 2.0 through bonus points; where commercial is limited to 30% of development with a maximum floor-area-ratio (FAR) of 1.0.

Given the above floor-area-ratios, the 19.24 acre (838,094 square foot) site can support between 586,665 and 1,676,188 square feet of development without commercial; and between 586,665 and 1,424,760 square feet of development with 30% (of total site acreage) as commercial; with the range dependent upon qualifying bonus density. For the purposes of this analysis, the following four (4) development scenarios were assumed for the current ECX land use district, which provides for a reasonable representation of potential development within the allowable FAR range:

SCENARIO A (Baseline Scenario w/o Commercial)

- 234,666 sf Professional Office [40%]
- 117,333 sf Medical Office [20%]
- 234,666 sf Light Industrial [40%]

SCENARIO B (Baseline Scenario w/ Commercial)

- 176,000 sf Commercial [30%]
- 176,000 sf Professional Office [30%]
- 58,665 sf Medical Office [10%]
- 176,000 sf Light Industrial [30%]

SCENARIO C (Bonus Intensity Scenario w/o Commercial)

- 670,475 sf Professional Office [40%]
- 335,238 sf Medical Office [20%]
- 670,475 sf Light Industrial [40%]

SCENARIO D (Bonus Intensity Scenario w/ Commercial)

- 250,000 sf Commercial [30% of total site acreage / 17.5% of development square footage]
- 476,960 sf Professional Office [33.4%]
- 220,840 sf Medical Office [15.5%]
- 476,960 sf Light Industrial [33.4%]

The RHX classification in the North Ridge Selected Area Plan is characterized by multi-story, multi-family units, with a baseline maximum density of 10 dwelling units per acre, which can be increased up to 20 dwelling units per acre through bonus points. For the purposes of this analysis, the following three (3) development scenarios were assumed for the proposed RHX land use district, which provides for a reasonable representation of potential development within the allowable range of permitted density, including the applicant's intended density.

SCENARIO E (Baseline Scenario)

- 192 dwelling units

SCENARIO F (Bonus Intensity Scenario)

- 385 dwelling units

SCENARIO G (Applicant Scenario)

- 300 dwelling units

3.0 | TRIP GENERATION ESTIMATES

The daily and peak hour trip generation for the subject project was estimated for the current and proposed land use district scenarios using the Institute of Transportation Engineers (ITE) Trip Generation Manual (11TH EDITION); as summarized in **TABLE 1.0**, and further documented in **ATTACHMENT A**. It is noted that reductions were not made for internal capture or pass-by capture in consideration that this is a planning level analysis. The proposed Land Use District Modification was found to result in a significant decrease in trip generation potential for the project site.

TABLE 1.0 | TRIP GENERATION SUMMARY

Land Use District	Scenario	Weekday			AM Peak Hour			PM Peak Hour		
		Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
ECX	A	8,516	4,258	4,258	801	680	121	964	220	744
	B	11,684	5,842	5,842	699	563	136	1,213	419	794
	C	23,640	11,820	11,820	2,072	1,759	313	2,603	606	1,997
	D	25,486	12,743	12,743	1,697	1,395	302	2,663	823	1,840
RHX	E	1,306	653	653	82	20	62	103	65	38
	F	2,544	1,272	1,272	142	34	108	186	117	69
	G	1,998	999	999	116	28	88	150	95	55

4.0 | IMPACT ASSESSMENT

The following presents each of the (traffic) impact assessment criteria, along with responses.

1. Calculate the number of vehicle trips to be generated daily and at PM peak hour based on the latest ITE or provide a detailed methodology and calculations.

   As shown in TABLE 1.0, the proposed Land Use District Modification has a trip generation range between 1,306 and 2,544 daily trips, depending on the qualifying amount of bonus density; with a trip generation of 1,998 daily trips for the applicant's intended density (300 dwelling units). The proposed Land Use District Modification has a trip generation range between 103 and 186 PM peak hour trips, depending on the qualifying amount of bonus density; with a trip generation of 150 PM peak hour trips for the applicant's intended density (300 dwelling units). The trip generation estimates for the proposed land use district of RHX are significantly lower than the potential trip generation for the current land use district of ECX.

2. Indicate what modifications to the present transportation system will be required as a result of the proposed development.

   In consideration of the significant decrease in potential trip generation associated with the proposed Land Use District Modification, no specific modifications to the present transportation system are required at this time. During subsequent development stages, a Traffic Impact Study will be performed in accordance with Polk County Land Development Code to determine specific mitigation for traffic impacts attributable to the subject project.

3. List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development.

   The subject Land Use District Modification is a planning function which precedes the development stages during which it is appropriate to evaluate parking demand & supply. The determination of parking and the design of needed parking facilities will be undertaken in accordance with the Polk County Land Development code during the appropriate stage of development permitting.

4. Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads).

   The subject project site has frontage along Holly Hill Grove Road 1 and Holly Hill Grove Road 2. Site access driveway connections are anticipated along both of these roadways, which shall be in accordance with the Polk County Land Development Code. Access to the regulated roadway network will be facilitated via FDC Grove Road and US Highway 27, where the evaluation of these roadways and associated intersections will be conducted with the preparation of the Traffic Impact Study during subsequent development stages.

5. Indicate the modes of transportation, other than the automobile, that have been considered (e.g., pedestrian, bicycle, bus, train or air) and describe the modes.

   The subject Land Use District Modification is a planning function which precedes the development stages during which it is appropriate to evaluate alternative transportation modes; where alternative transportation modes will be addressed in accordance with Land Development Code regulations at the appropriate stage of development.

RAYSOR Transportation Consulting

HOLLY HILL DEVELOPMENT
Trip Generation Estimate – Scenario A

SCENARIO A (Current Land Use District -- Baseline Scenario w/o Commercial)

ITE LUC	Land Use Description	Size	Weekday		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Trips	Enter	Exit	Rate	Trips	Enter	Exit
210	Light Industrial	234,666 sf	4.87	1,144	0.74	174	153	21	0.65	153	21	132
710	General Office	234,666 sf	Ln(T)=0.87*Ln(X)+3.05	2,438	Ln(T)=0.86*Ln(X)+1.16	349	307	42	Ln(T)=0.83*Ln(X)+1.29	337	57	280
720	Medical Office	117,333 sf	T=42.97(X)-108.01	4,934	Ln(T)=0.90*Ln(X)+1.34	278	220	58	T=4.07(X)-3.17	474	142	332
	TOTAL		--	**8,516**	--	**801**	**680**	**121**	--	**964**	**220**	**744**

RAYSOR Transportation Consulting

HOLLY HILL DEVELOPMENT
Trip Generation Estimate – Scenario B

SCENARIO B (Current Land Use District -- Baseline Scenario w/ Commercial)

ITE LUC	Land Use Description	Size	Weekday		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Trips	Enter	Exit	Rate	Trips	Enter	Exit
210	Light Industrial	176,000 sf	4.87	858	0.74	130	114	16	0.65	114	16	98
710	General Office	176,000 sf	Ln(T)=0.87*Ln(X)+3.05	1,898	Ln(T)=0.86*Ln(X)+1.16	272	239	33	Ln(T)=0.83*Ln(X)+1.29	265	45	220
720	Medical Office	58,665 sf	T=42.97(X)-108.01	2,414	Ln(T)=0.90*Ln(X)+1.34	149	118	31	T=4.07(X)-3.17	236	71	165
820	Shopping Center	176,000 sf	37.01	6,514	0.84	148	92	56	3.40	598	287	311
	TOTAL		--	**11,684**	--	**699**	**563**	**136**	--	**1,213**	**419**	**794**

RAYSOR Transportation Consulting

HOLLY HILL DEVELOPMENT
Trip Generation Estimate – Scenario C

SCENARIO C (Current Land Use District -- Bonus Intensity Scenario w/o Commercial)

ITE LUC	Land Use Description	Size	Weekday		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Trips	Enter	Exit	Rate	Trips	Enter	Exit
210	Light Industrial	670,475 sf	4.87	3,266	0.74	496	436	60	0.65	436	61	375
710	General Office	670,475 sf	Ln(T)=0.87* Ln(X)+3.05	6,076	Ln(T)=0.86* Ln(X)+1.16	860	757	103	Ln(T)=0.83* Ln(X)+1.29	806	137	669
720	Medical Office	335,238 sf	T=42.97(X) -108.01	14,298	Ln(T)=0.90* Ln(X)+1.34	716	566	150	T=4.07(X) -3.17	1,361	408	953
	TOTAL		--	**23,640**	--	**2,072**	**1,759**	**313**	--	**2,603**	**606**	**1,997**

RAYSOR Transportation Consulting

HOLLY HILL DEVELOPMENT
Trip Generation Estimate – Scenario D

SCENARIO D (Current Land Use District -- Bonus Intensity Scenario w/ Commercial)

ITE LUC	Land Use Description	Size	Weekday		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Trips	Enter	Exit	Rate	Trips	Enter	Exit
210	Light Industrial	476,960 sf	4.87	2,324	0.74	353	311	42	0.65	310	43	267
710	General Office	476,960 sf	Ln(T)=0.87* Ln(X)+3.05	4,526	Ln(T)=0.86* Ln(X)+1.16	642	565	77	Ln(T)=0.83* Ln(X)+1.29	607	103	504
720	Medical Office	220,840 sf	T=42.97(X) -108.01	9,382	Ln(T)=0.90* Ln(X)+1.34	492	389	103	T=4.07(X) -3.17	896	269	627
820	Shopping Center	250,000 sf	37.01	9,254	0.84	210	130	80	3.40	850	408	442
TOTAL			--	**25,486**	--	**1,697**	**1,395**	**302**	--	**2,663**	**823**	**1,840**

RAYSOR Transportation Consulting

HOLLY HILL DEVELOPMENT
Trip Generation Estimate – Scenario E

SCENARIO E (Proposed Land Use District -- Baseline Scenario)

ITE LUC	Land Use Description	Size	Weekday		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Trips	Enter	Exit	Rate	Trips	Enter	Exit
220	Multi-Family Residential	192 units	T=6.41(X) +75.31	1,306	T=0.31(X) +22.85	82	20	62	T=0.43(X) +20.55	103	65	38

RAYSOR Transportation Consulting

HOLLY HILL DEVELOPMENT
Trip Generation Estimate – Scenario F

SCENARIO F (Proposed Land Use District -- Bonus Intensity Scenario)

ITE LUC	Land Use Description	Size	Weekday		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Trips	Enter	Exit	Rate	Trips	Enter	Exit
220	Multi-Family Residential	385 units	T=6.41(X) +75.31	2,544	T=0.37(X) +22.85	142	34	108	T=0.43(X) +20.55	186	117	69

RAYSOR Transportation Consulting

HOLLY HILL DEVELOPMENT
Trip Generation Estimate – Scenario G

SCENARIO G (Proposed Land Use District -- Applicant Scenario)

ITE LUC	Land Use Description	Size	Weekday		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Trips	Enter	Exit	Rate	Trips	Enter	Exit
220	Multi-Family Residential	300 units	T=6.41(X) +75.31	1,998	T=0.31(X) +22.85	116	28	88	T=0.43(X) +20.55	150	95	55

Land Use: 110
General Light Industrial

Description

A light industrial facility is a free-standing facility devoted to a single use. The facility has an emphasis on activities other than manufacturing and typically has minimal office space. Typical light industrial activities include printing, material testing, and assembly of data processing equipment. Industrial park (Land Use 130) and manufacturing (Land Use 140) are related uses.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 2000s, and the 2010s in Colorado, Connecticut, Indiana, New Jersey, New York, Oregon, Pennsylvania, and Texas.

Source Numbers

106, 157, 174, 177, 179, 184, 191, 251, 253, 286, 300, 611, 874, 875, 912

General Light Industrial
(110)

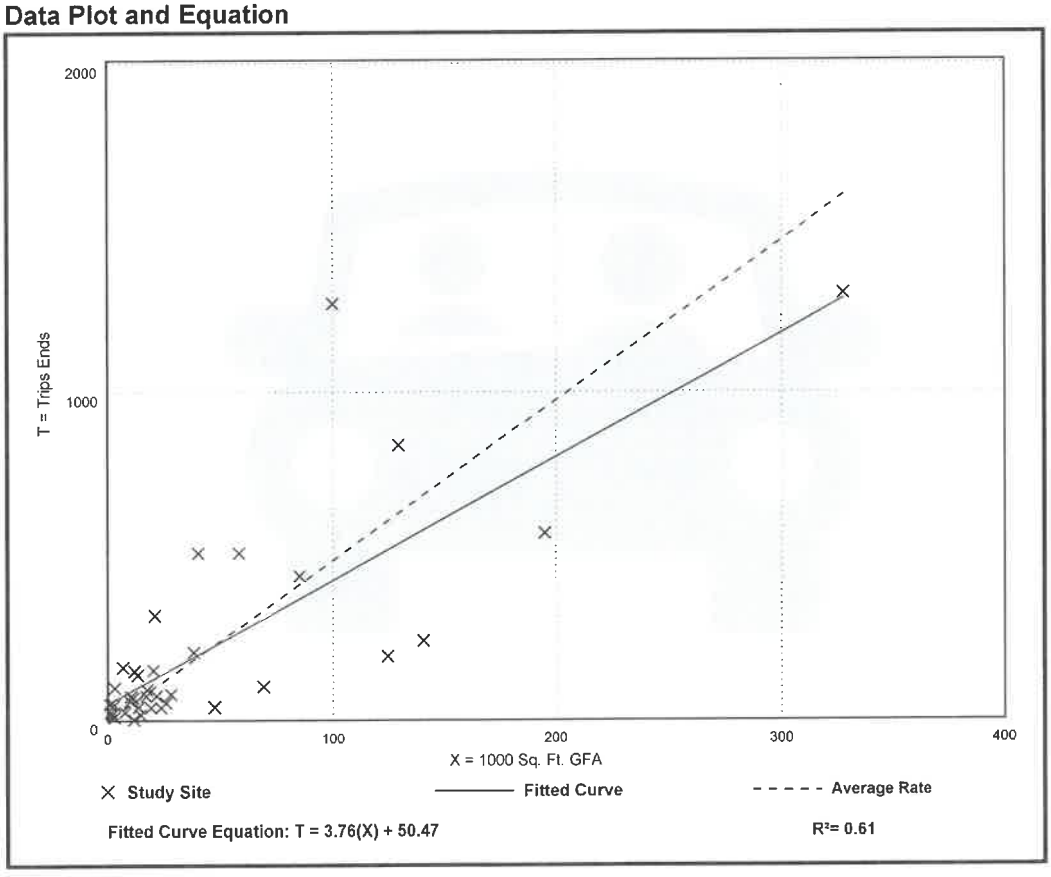
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 37
Avg. 1000 Sq. Ft. GFA: 45
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
4.87	0.34 - 43.86	4.08

Data Plot and Equation



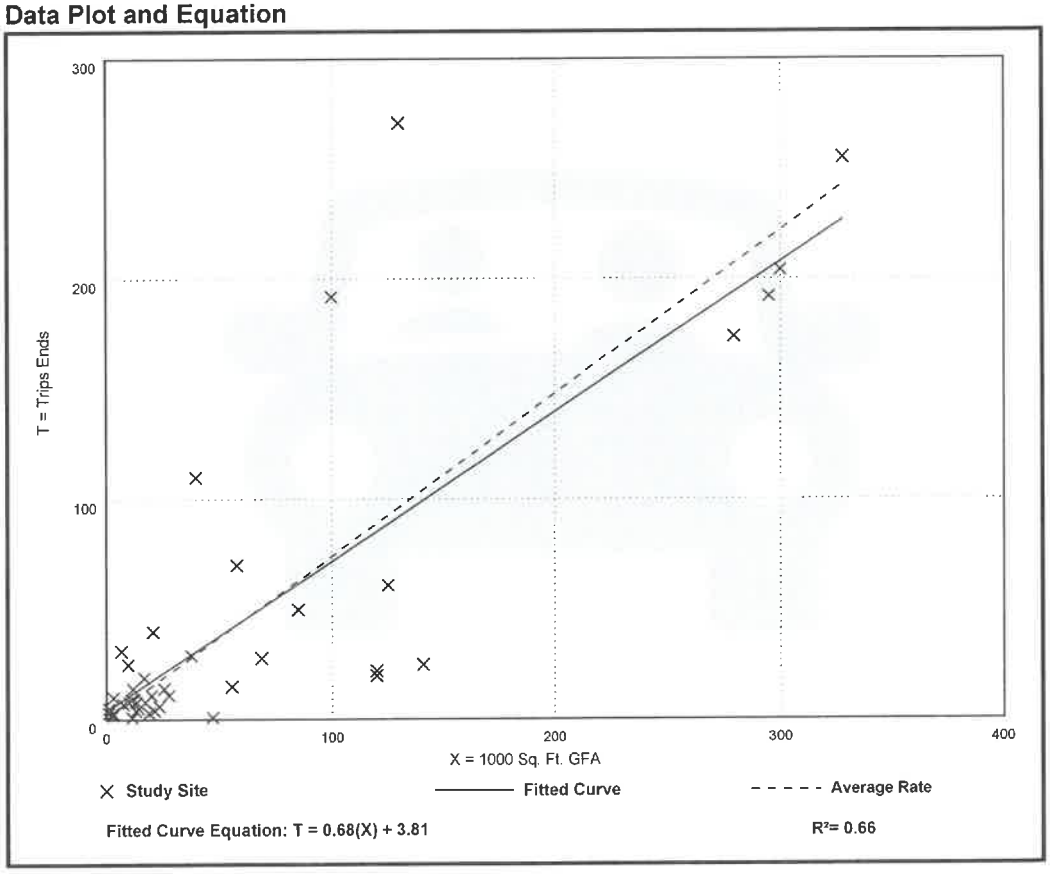
General Light Industrial
(110)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 41
Avg. 1000 Sq. Ft. GFA: 65
Directional Distribution: 88% entering, 12% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.74	0.02 - 4.46	0.61

Data Plot and Equation



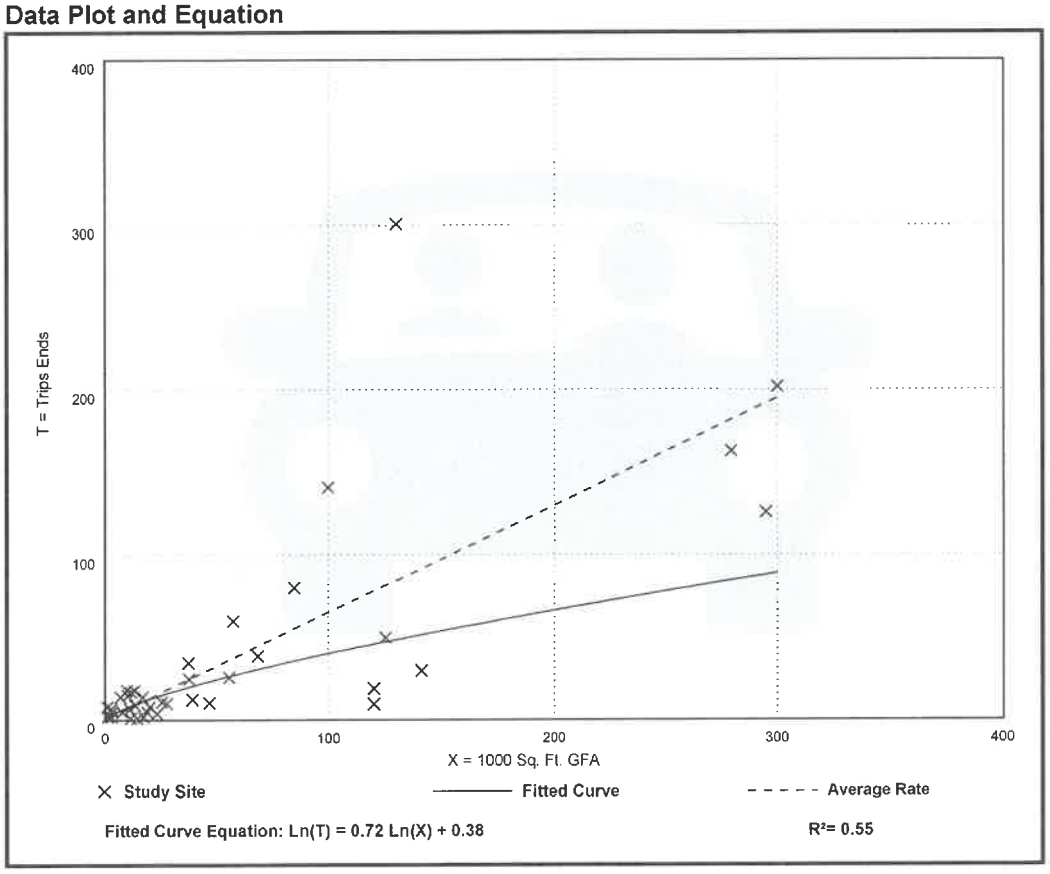
General Light Industrial
(110)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 40
Avg. 1000 Sq. Ft. GFA: 58
Directional Distribution: 14% entering, 86% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.65	0.07 - 7.02	0.56

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.72 Ln(X) + 0.38

R^2= 0.55

Land Use: 220
Multifamily Housing (Low-Rise)

Description

Low-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have two or three floors (levels). Various configurations fit this description, including walkup apartment, mansion apartment, and stacked townhouse.

- A walkup apartment typically is two or three floors in height with dwelling units that are accessed by a single or multiple entrances with stairways and hallways.
- A mansion apartment is a single structure that contains several apartments within what appears to be a single-family dwelling unit.
- A fourplex is a single two-story structure with two matching dwelling units on the ground and second floors. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.
- A stacked townhouse is designed to match the external appearance of a townhouse. But, unlike a townhouse dwelling unit that only shares walls with an adjoining unit, the stacked townhouse units share both floors and walls. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.

Multifamily housing (mid-rise) (Land Use 221), multifamily housing (high-rise) (Land Use 222), affordable housing (Land Use 223), and off-campus student apartment (low-rise) (Land Use 225) are related land uses.

Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

Additional Data

For the three sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.72 residents per occupied dwelling unit.

For the two sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96.2 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip

generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

For the three sites for which data were provided for both occupied dwelling units and residents, there was an average of 2.72 residents per occupied dwelling unit.

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in British Columbia (CAN), California, Delaware, Florida, Georgia, Illinois, Indiana, Maine, Maryland, Massachusetts, Minnesota, New Jersey, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, and Washington.

Source Numbers

188, 204, 237, 300, 305, 306, 320, 321, 357, 390, 412, 525, 530, 579, 583, 638, 864, 866, 896, 901, 903, 904, 936, 939, 944, 946, 947, 948, 963, 964, 966, 967, 1012, 1013, 1014, 1036, 1047, 1056, 1071, 1076

Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

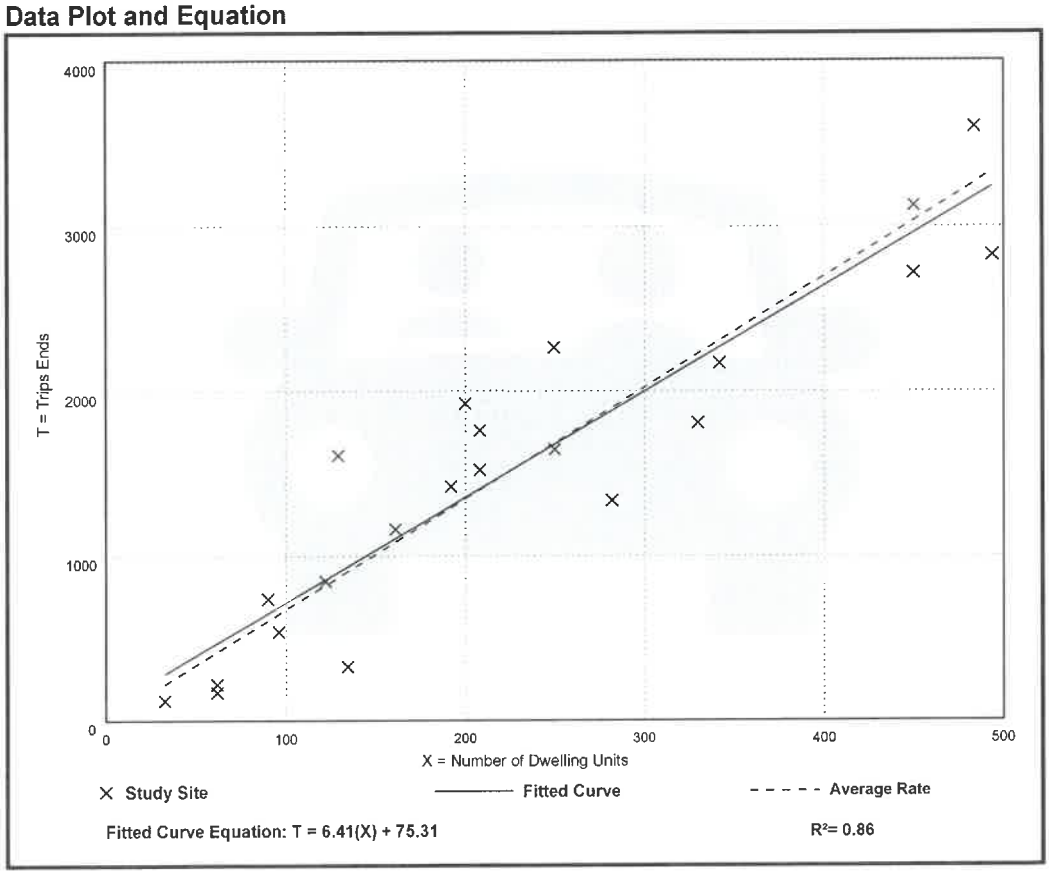
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 22
Avg. Num. of Dwelling Units: 229
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.74	2.46 - 12.50	1.79

Data Plot and Equation



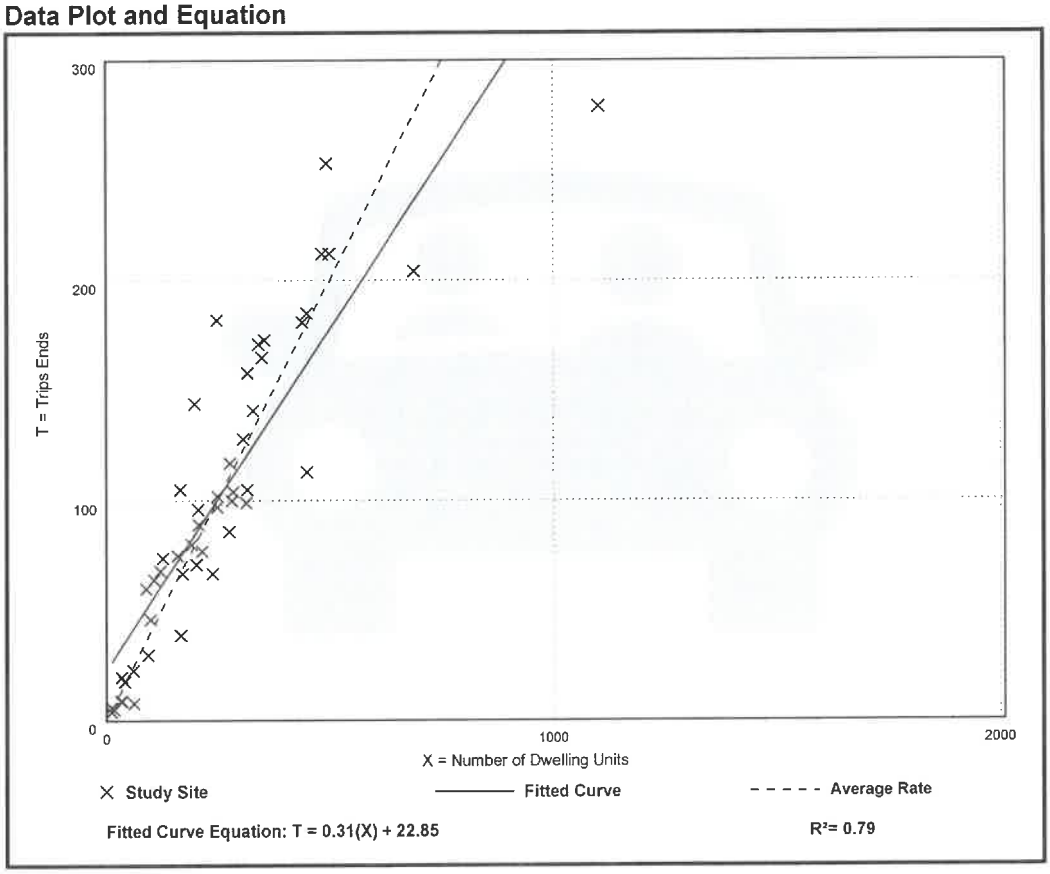
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 49
Avg. Num. of Dwelling Units: 249
Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

Data Plot and Equation



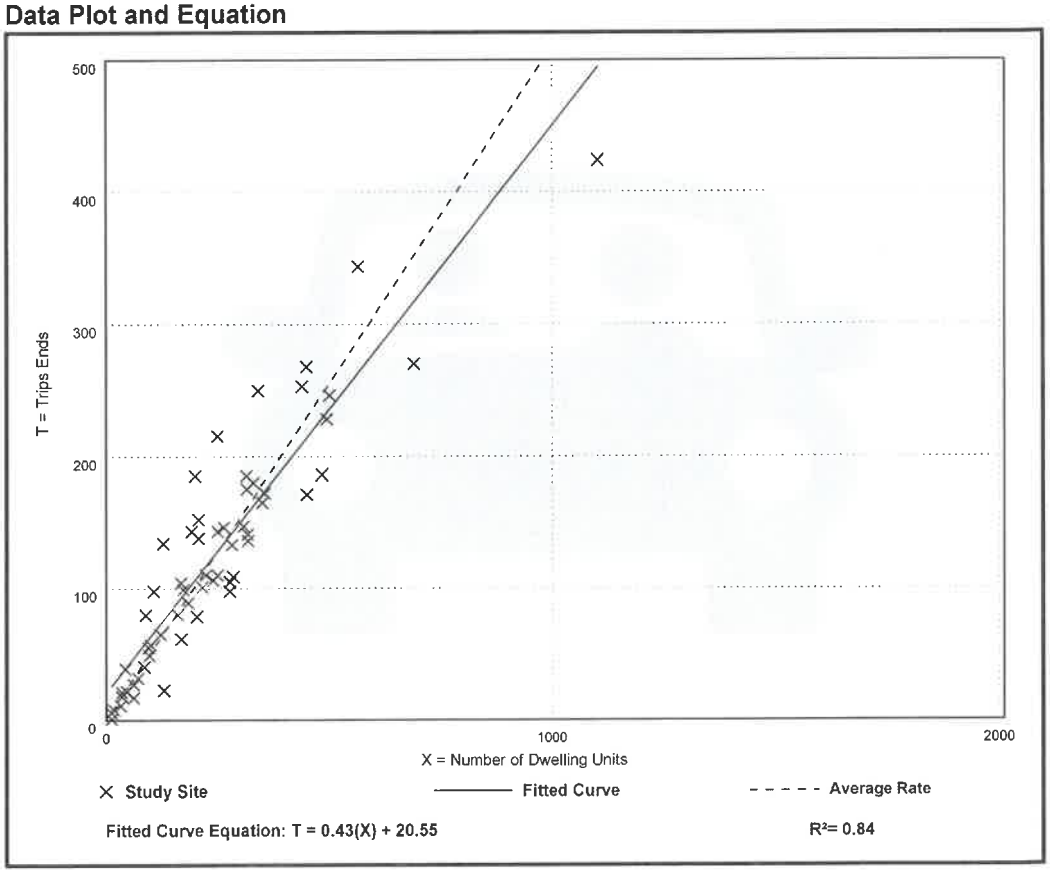
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 59
Avg. Num. of Dwelling Units: 241
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation



Land Use: 710
General Office Building

Description

A general office building is a location where affairs of businesses, commercial or industrial organizations, or professional persons or firms are conducted. An office building houses multiple tenants that can include, as examples, professional services, insurance companies, investment brokers, a banking institution, a restaurant, or other service retailers. A general office building with a gross floor area of 10,000 square feet or less is classified as a small office building (Land Use 712). Corporate headquarters building (Land Use 714), single tenant office building (Land Use 715), medical-dental office building (Land Use 720), office park (Land Use 750), research and development center (Land Use 760), and business park (Land Use 770) are additional related uses.

Additional Data

If two or more general office buildings are in close physical proximity (within a close walk) and function as a unit (perhaps with a shared parking facility and common or complementary tenants), the total gross floor area or employment of the paired office buildings can be used for calculating the site trip generation. If the individual buildings are isolated or not functionally related to one another, trip generation should be calculated for each building separately.

For study sites with reported gross floor area and employees, an average employee density of 3.3 employees per 1,000 square feet GFA (or roughly 300 square feet per employee) has been consistent through the 1980s, 1990s, and 2000s. No sites counted in the 2010s reported both GFA and employees.

The average building occupancy varies considerably within the studies for which occupancy data were provided. The reported occupied gross floor area was 88 percent for general urban/suburban sites and 96 percent for the center city core and dense multi-use urban sites.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The average numbers of person trips per vehicle trip at the eight center city core sites at which both person trip and vehicle trip data were collected are as follows:

- 2.8 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 2.9 during Weekday, AM Peak Hour of Generator
- 2.9 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 3.0 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 18 dense multi-use urban sites at which both person trip and vehicle trip data were collected are as follows:

- 1.5 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.5 during Weekday, AM Peak Hour of Generator
- 1.5 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.5 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 23 general urban/suburban sites at which both person trip and vehicle trip data were collected are as follows:

- 1.3 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.3 during Weekday, AM Peak Hour of Generator
- 1.3 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.4 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), California, Colorado, Connecticut, Georgia, Illinois, Indiana, Kansas, Kentucky, Maine, Maryland, Michigan, Minnesota, Missouri, Montana, New Hampshire, New Jersey, New York, Ontario (CAN)Pennsylvania, Texas, Utah, Virginia, and Washington.

Source Numbers

161, 175, 183, 184, 185, 207, 212, 217, 247, 253, 257, 260, 262, 273, 279, 297, 298, 300, 301, 302, 303, 304, 321, 322, 323, 324, 327, 404, 407, 408, 419, 423, 562, 734, 850, 859, 862, 867, 869, 883, 884, 890, 891, 904, 940, 944, 946, 964, 965, 972, 1009, 1030, 1058, 1061

General Office Building
(710)

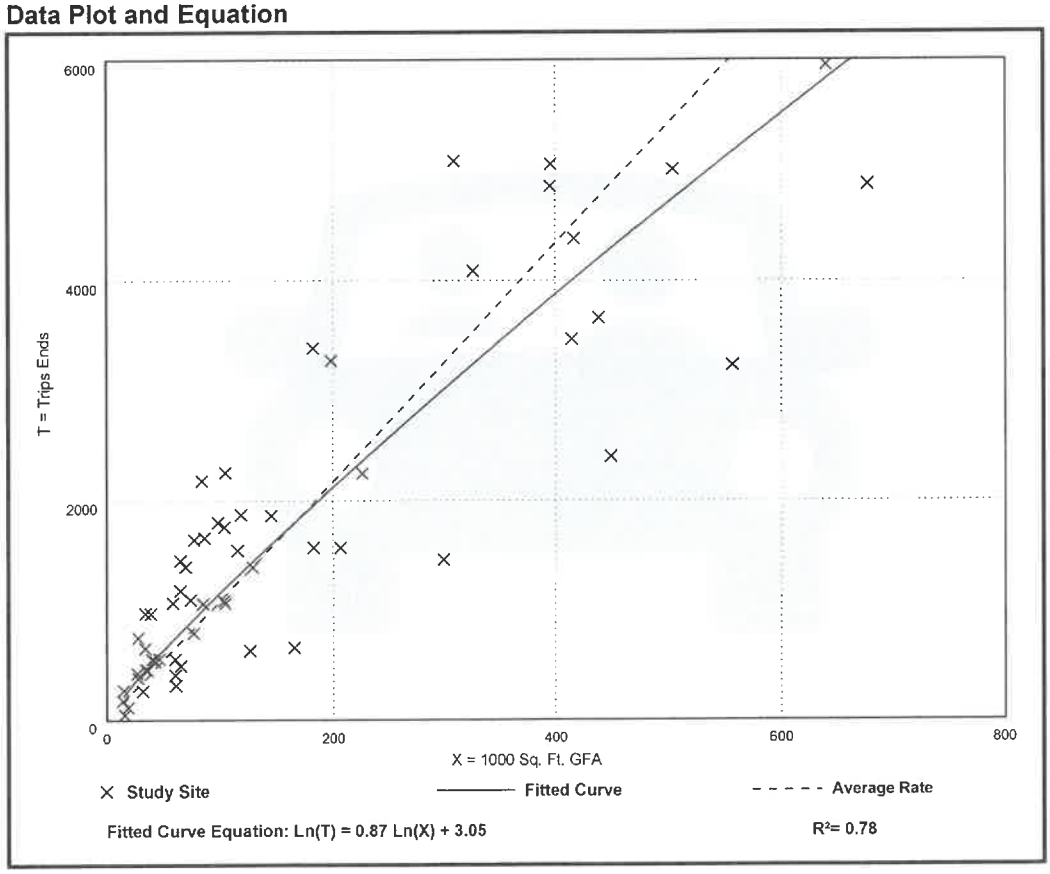
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 59
Avg. 1000 Sq. Ft. GFA: 163
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
10.84	3.27 - 27.56	4.76

Data Plot and Equation



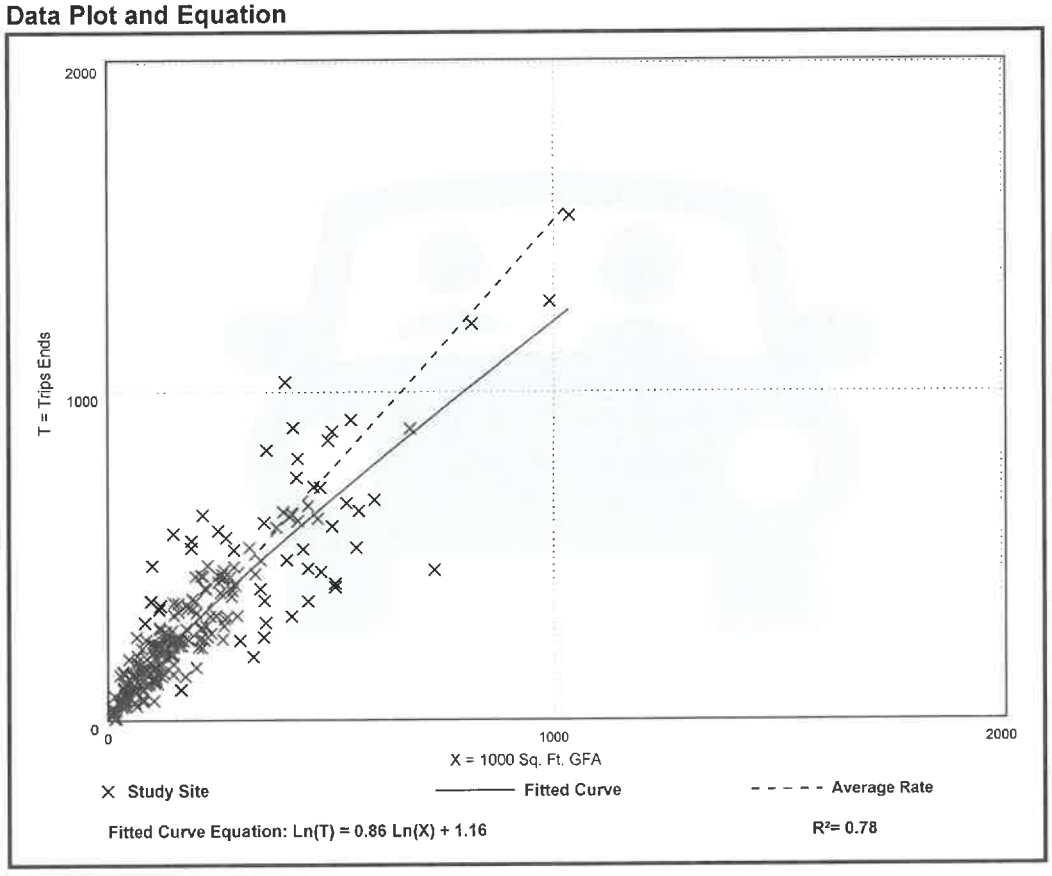
General Office Building
(710)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 221
Avg. 1000 Sq. Ft. GFA: 201
Directional Distribution: 88% entering, 12% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.52	0.32 - 4.93	0.58

Data Plot and Equation



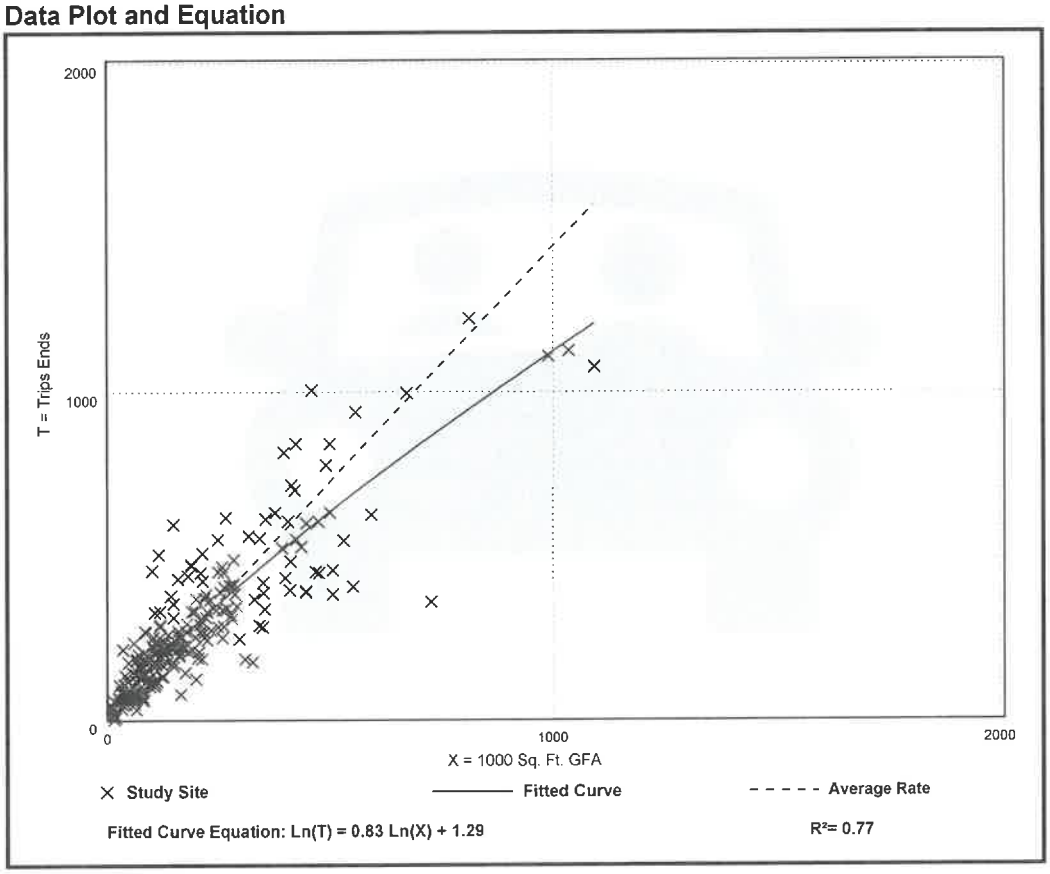
General Office Building
(710)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 232
Avg. 1000 Sq. Ft. GFA: 199
Directional Distribution: 17% entering, 83% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.44	0.26 - 6.20	0.60

Data Plot and Equation



Land Use: 720
Medical-Dental Office Building

Description

A medical-dental office building is a facility that provides diagnoses and outpatient care on a routine basis but is unable to provide prolonged in-house medical and surgical care. One or more private physicians or dentists generally operate this type of facility. General office building (Land Use 710) and clinic (Land Use 630) are related uses.

Land Use Subcategory

Analysis of medical-dental office building data found that trip generation rates are measurably different for sites located within or adjacent to a hospital campus and sites that are stand-alone. Data plots are presented for these two land use subcategories.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Connecticut, Kentucky, Maryland, Minnesota, New Jersey, New York, Ohio, Oregon, Pennsylvania, South Dakota, Texas, Virginia, Washington, and Wisconsin.

Source Numbers

104, 109, 120, 157, 184, 209, 211, 253, 287, 294, 295, 304, 357, 384, 404, 407, 423, 444, 509, 601, 715, 867, 879, 901, 902, 908, 959, 972

Medical-Dental Office Building - Stand-Alone (720)

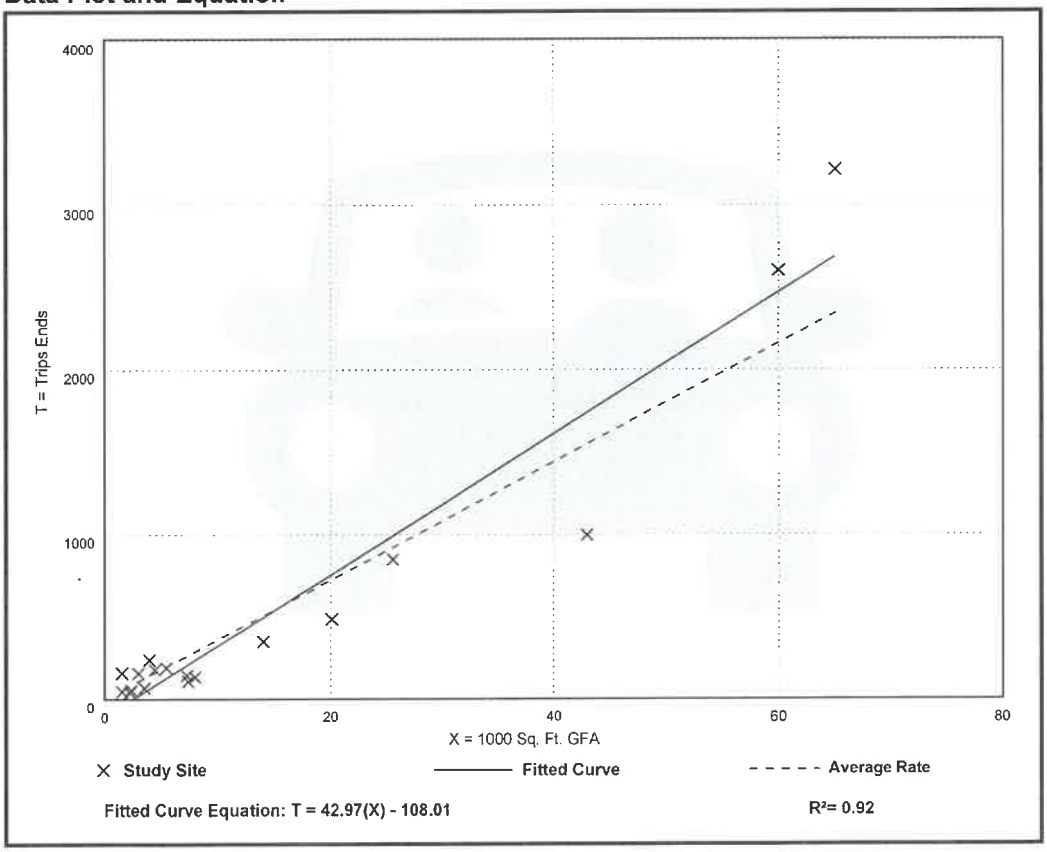
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 18
Avg. 1000 Sq. Ft. GFA: 15
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
36.00	14.52 - 100.75	13.38

Data Plot and Equation



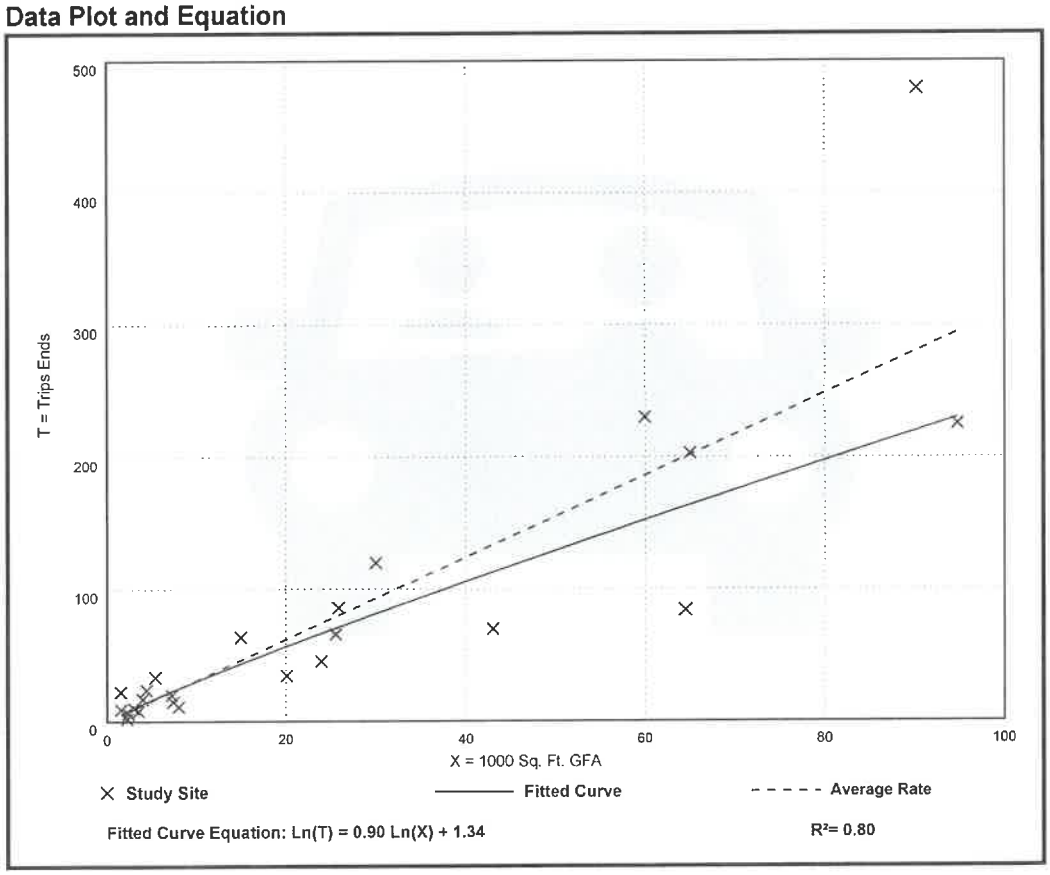
Medical-Dental Office Building - Stand-Alone (720)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 24
Avg. 1000 Sq. Ft. GFA: 25
Directional Distribution: 79% entering, 21% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.10	0.87 - 14.30	1.49

Data Plot and Equation



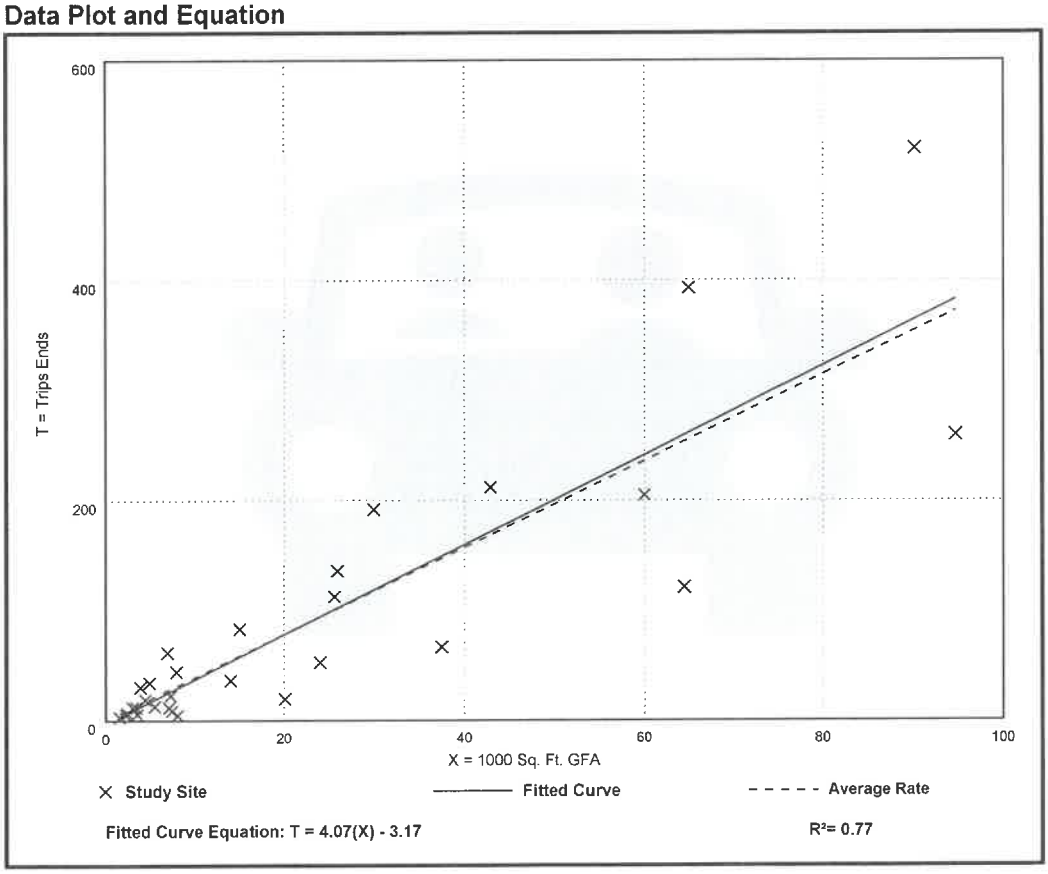
Medical-Dental Office Building - Stand-Alone (720)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 30
Avg. 1000 Sq. Ft. GFA: 23
Directional Distribution: 30% entering, 70% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.93	0.62 - 8.86	1.86

Data Plot and Equation



Land Use: 820
Shopping Center (>150k)

Description

A shopping center is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has at least 150,000 square feet of gross leasable area (GLA). It often has more than one anchor store. Various names can be assigned to a shopping center within this size range, depending on its specific size and tenants, such as community center, regional center, superregional center, fashion center, and power center.

A shopping center of this size typically contains more than retail merchandising facilities. Office space, a movie theater, restaurants, a post office, banks, a health club, and recreational facilities are common tenants.

A shopping center of this size can be enclosed or open-air. The vehicle trips generated at a shopping center are based upon the total GLA of the center. In the case of a smaller center without an enclosed mall or peripheral buildings, the GLA is the same as the gross floor area of the building.

The 150,000 square feet GLA threshold value between community/regional shopping center and shopping plaza (Land Use 821) is based on an examination of trip generation data. For a shopping plaza that is smaller than the threshold value, the presence or absence of a supermarket within the plaza has a measurable effect on site trip generation. For a shopping center that is larger than the threshold value, the trips generated by its other major tenants mask any effects of the presence or absence of an on-site supermarket.

Shopping plaza (40-150k) (Land Use 821), strip retail plaza (<40k) (Land Use 822), and factory outlet center (Land Use 823) are related uses.

Additional Data

Many shopping centers—in addition to the integrated unit of shops in one building or enclosed around a mall—include outparcels (peripheral buildings or pads located on the perimeter of the center adjacent to the streets and major access points). These buildings are typically drive-in banks, retail stores, restaurants, or small offices. Although the data herein do not indicate which of the centers studied include peripheral buildings, it can be assumed that some of the data show their effect.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky,

Maryland, Massachusetts, Michigan, Minnesota, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, and Wisconsin.

Source Numbers

77, 110, 154, 156, 159, 190, 199, 202, 204, 213, 251, 269, 294, 295, 299, 304, 305, 307, 308, 309, 311, 314, 315, 316, 317, 319, 365, 385, 404, 414, 423, 442, 446, 562, 629, 702, 715, 728, 868, 871, 880, 899, 912, 926, 946, 962, 973, 974, 978, 1034, 1040, 1067

Shopping Center (>150k)
(820)

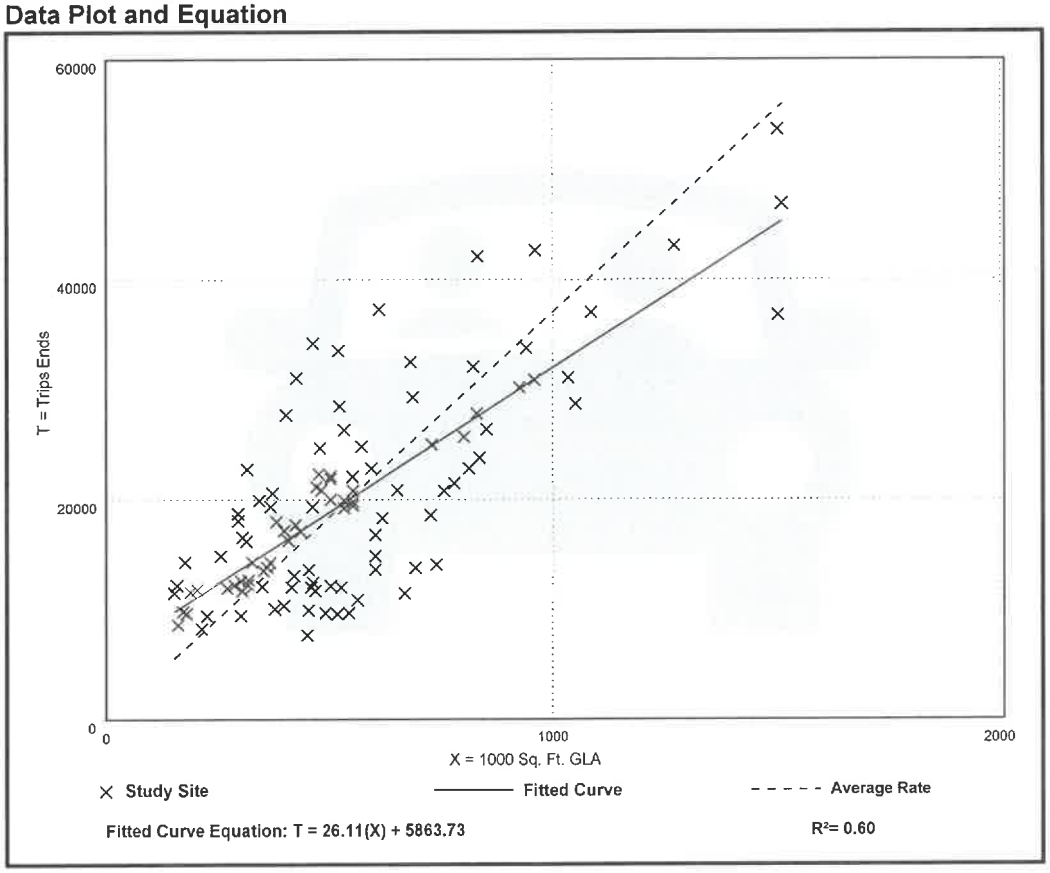
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 108
Avg. 1000 Sq. Ft. GLA: 538
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
37.01	17.27 - 81.53	12.79

Data Plot and Equation



Fitted Curve Equation: T = 26.11(X) + 5863.73

R^2= 0.60

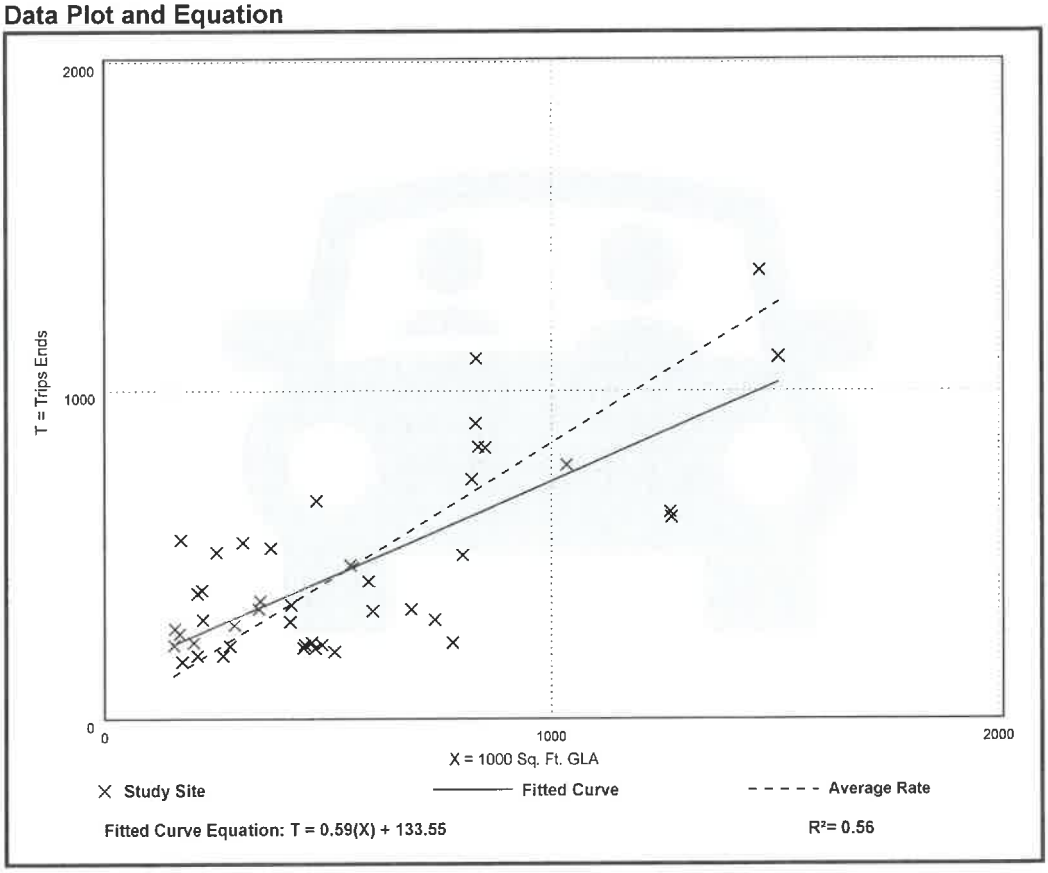
Shopping Center (>150k)
(820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 44
Avg. 1000 Sq. Ft. GLA: 546
Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
0.84	0.30 - 3.11	0.42

Data Plot and Equation



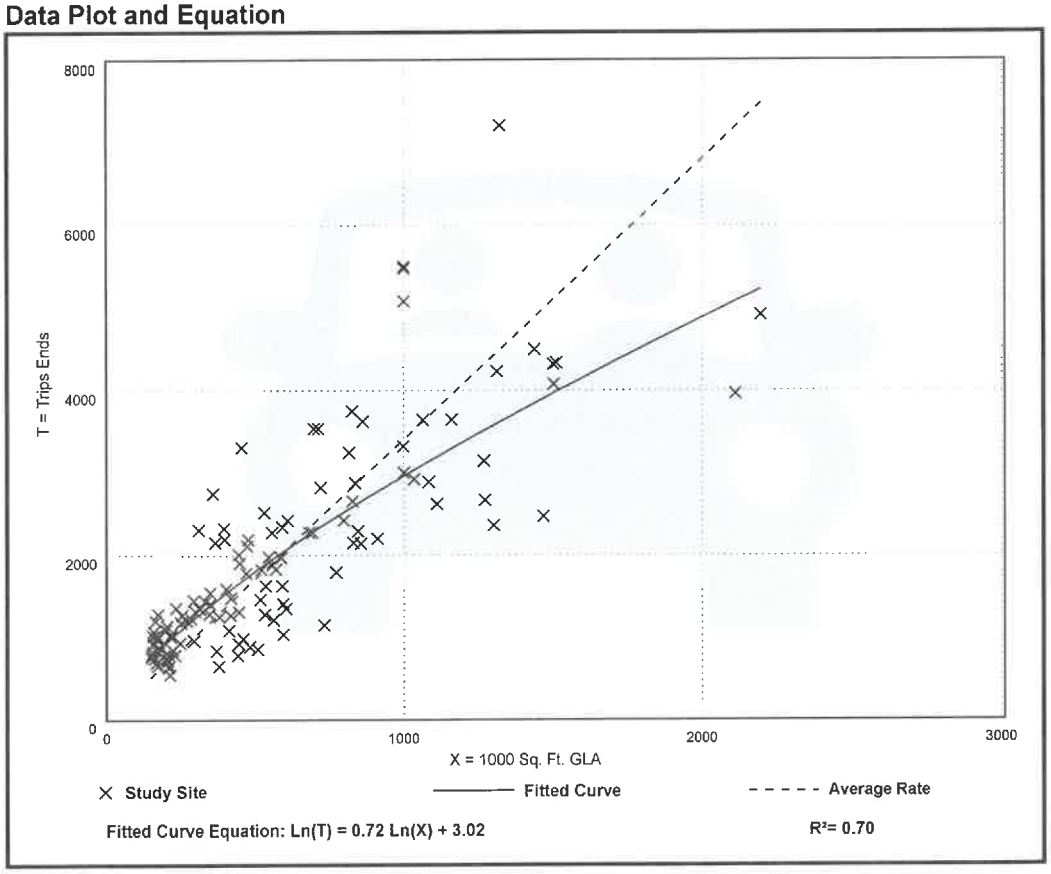
Shopping Center (>150k)
(820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 126
Avg. 1000 Sq. Ft. GLA: 581
Directional Distribution: 48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.40	1.57 - 7.58	1.26

Data Plot and Equation



daly design group, inc.
Urban Planning • Landscape Architecture • Project Management

May 9, 2025

Mark Bennett
Senior Planner
330 W. Church Street
Bartow, FL 33830

Job No: 25201

Project No: LDCPAL-2025-1

Project Name: GPK Holly Hill Groves Rd 2

Mr Bennett,
The following is a written response to comments received on April 23, 2025. The response follows the order of comments provided.

General Comments

1. While not required, it is recommended that the development request a non-binding letter to get an initial indication on the capacity of nearby effected schools. Please visist https://polkschoolsfl.com/schoolconcurrency and click on "Concurrency Application & Fee Schedule Form" to apply. If you have any questions, please feel free to email us at planning@polk-fl.net. When this project applies for Level 2 (site plan) approval, this development will need to apply for a binding school capacity determination letter.

   Response:
   A non-binding school determination letter prepared by Polk County Public Schools is attached for review. See Appedix A.

2. IAS – Access to Roads and Highways:
   1. Vehicle Trips – Please provide a preliminary estimate of daily and PM peak hours vehicle trips, as required by this section.

   Response:
   The Impact Assessment Statements have been revised to include estimated AM and PM peak hour vehicle trips. See page 26 of this report. A detailed Traffic Impact Assessment is attached for review. See Appendix C.

3. IAS – General Information: 2.a. Parks and Recreation – please provide a narrative explain the demand from the proposed project upon existing parks and recreation services.

   Response:
   A narrative response has been included. The estimated need for park and recreation spaces will be included on site. See page 32 of this report.

4. Map E: Traffic Circulation – Please provide this map with the required information.

   Response:
   A Traffic Circulation Map has been included in Exhibit 8.

5. Map G: Drainage Map – Please provide the required map. While it is understood that a detailed Site Plan has not been completed, nor is required for a Plan Amendment, the drainage map should identify existing drainage conditions and features.

   Response:
   A Drainage Map has been included in Exhibit 9.

6. North Ridge SAP – Open Space: POLICY 2.131-U1 of the North Ridge Selected Area Plan states that Ten percent (10%) of open space (30% for the area within the Green Swamp) shall be required of all development, to ensure an aesthetic and visually pleasing sense of place.

   Response:
   The subject site in within the Ridge SPA which requires a minimum of 40% open space for developments over 4 Du/Ac as per Ch 5, Sec 504. The report has been revised to reflect this requirement.

7. School Board Application – Please correct the cover page.

   Response:
   A non-binding school determination letter prepared by Polk County Public Schools is attached for review. See Appendix A.

8. Policy 2.102-A11: Urban Sprawl Criteria – Please provide and analysis / narrative of each item (a. thru m.) listed in this policy.

   Response:
   The report has been revised to include responses and narritives to each criteria. See page 17 of this report.

9. Application – Please provide a Level 4 Land Development Code / Comprehensive Plan Amendment Application (PD LDC 907).

   Response:
   A Level 4 Land Development Application has been submitted with the revised report.

To the best of our knowledge all comments have been addressed. If you have any questions or concerns please feel free to contact the office.

Sincerely,

William Maki, RLA
Project Manager
Daly Design Group

Cc: Toby Spill

Mark J. Bennett, AICP, FRA-RA, CNU-A

Experienced Professional in urban planning, zoning, and land development, both in the public and private sector. Proven leader, manager, and entrepreneur. Veteran with 30 years of military service.

Professional Goal – Create Better Communities!

Education:

Student, International Development Doctoral Program, University of Southern Mississippi (current)
Naval Postgraduate School, Monterrey, CA, Graduate Certificate - Stability, Security, and Development in Complex Operations
Royal Military College of Canada, Toronto, ON, CA, Master of Defence Studies
University of Central Florida, Orlando, FL, Master of Public Administration
University of South Florida (USF), Tampa, FL, Bachelor of Arts - Major - Geography

Memberships (Current):

American Institute of Certified Planners (AICP) - Certificate Number 11241
Florida Redevelopment Association – Certified Redevelopment Administrator (FRA-RA); Member, Board of Directors, Chair, Education and Professional Development Committee
Congress of New Urbanism - Accredited Member (CNU-A)
City of Lake Wales Code Enforcement Board
USF School of Public Affairs Master of Urban and Regional Planning Advisory Council
Polk Vision - Leadership Polk Class XV
Haines City/Northeast Polk Chamber of Commerce - Leadership Class X
Senior Army Reserve Commanders Association, Reserve Officers Association, Military Officers Association of America - Imperial Polk County Chapter, American Legion, Veterans of Foreign Wars, 1st Cavalry Division Association

Memberships (Previous):

Summerlin Academy (military-oriented public school of choice) Advisory Committee, Bartow, FL
Polk County Affordable Housing Advisory Committee
City of Lake Wales Planning Board, Community Redevelopment Agency (CRA) Advisory Committee
Polk Transportation Planning Organization – Technical Advisory Committee, Joint Airport Zoning Board
Central Florida Development Council - Investor

Professional Planner Experience:

Senior Planner, Land Development Division, Polk County Board of County Commissioners, Polk County, FL – February 2023 to Present – Conduct long-range planning, development review activities, and special projects. Previously served from February 2006 to March 2007 as a Principal Planner. Initially hired in January 1989 as a student trainee, was promoted to Planner I, II, III, and Senior Planner before leaving in January 1996.

Development Services Director, City of Lake Wales, FL - July 2020 to February 2023 - Department-level position manager responsible for planning & zoning, building permitting and inspections, code compliance, and support of the Community Redevelopment Agency (CRA) for a city of 17,000+ residents and 20 square miles. Previously served as the City Planner from July 1998 to November 2000, Acting Community Services Director from March to June 1999, and the Development Services Director from January 1996 to June 1997.

Deputy Director of Development Services/CRA Manager, City of Haines City, FL – July 2017 to July 2020 – Responsible for the City's CRA, community-development related activities, and special projects for a rapidly growing city of 25,000+ residents comprising 20 square miles. Served as Director of Development Services in absence of Director. Previously served as City Planner from November 1997 to July 1998, and Planning Manager from March 2007 to April 2015.

Planning Director/Principal, Ridge Professional Group – April 2015 to May 2017 – Responsible for all urban planning and zoning functions for an eight-employee land development consulting firm specializing in permitting and engineering design. Also, part-owner of firm, with additional duties of marketing, sales, and public relations.

Urban Planner – Bennett Consulting Services - July 2001 to February 2006 - Owner of urban planning consulting firm, specializing in subcontracting work for planning & civil engineering firms. Projects include processing Comprehensive Plan Amendments, Planned Developments, creation and implementation of annexation and sector plans, due diligence analysis for prospective land purchases, and property development potential analysis. Served as City Planner for Frostproof, FL from March to August 2005. Provided subject-matter expertise/testimony for clients before Polk County, Lake County, Lakeland, Winter Haven, and Lake Wales.

Planning Services Manager/Business Development Manager – M. T. Causley, Inc. – October 2002 to June 2003 - Contract position, responsible for urban planning services and business development activities (including sales, marketing, personnel and project management) for central Florida area.

Site Acquisition/Zoning Specialist – iTactical Services – November 2000 to October 2002 – Contract position, responsible for selection, acquisition/purchase of property, and obtaining zoning/development approval for placement of communications towers.

Zoning Specialist, SBA Communications Corporation - June to November 1997 - Responsible for siting, zoning, and permitting 20 sites to establish the Sprint PCS network in the Tampa Service Area.

Military Experience:

US Army Reserve (Retired) - April 1989 to May 2019 – Final Rank – Colonel. Key Assignments included Civil Affairs Planning Team Chief, 350th Civil Affairs Command, Pensacola, FL, with duty at US Southern Command, Doral, FL; Commander, 3rd Battalion, 349th Regiment (Logistics Support), Camp Shelby, MS; Commander, 5th Battalion, 95th Regiment, (Civil Affairs/Psychological Operations), Lubbock, TX; Civil Affairs Analyst, US Special Operations Command, MacDill Air Force Base, Tampa, FL; Battalion Executive Officer and Commander, A Company, 478th Civil Affairs Battalion, Perrine, FL; and Public Works Officer/Essential Services Team Leader, 1st Armored Division/1st Cavalry Division Governorate Support Team, Baghdad, Iraq.

Significant Awards and Decorations include the Combat Action Badge, Bronze Star (Meritorious Service) and the Parachutist Badge.

Resume of Service Career available upon request.

Hobbies/Personal Interests:

Reading, attending University of South Florida athletic events, and spending time with wife Melissa and their two children.

Agenda Item O.1. 8/5/2025

SUBJECT

Public Hearing to consider adoption of an ordinance amending Ordinance 25-036 Master Inwood Street Lighting MSBU Ordinance to replace boundary description found in “Exhibit A.”

DESCRIPTION

On July 1, 2025, the Board adopted Ordinance No. 2025-036 creating the Master Inwood Streetlighting District. The Master Inwood Streetlighting District is comprised of the former Southwest Inwood Streetlighting District, the Central Inwood Streetlighting District, as well as additional streetlights in the northern Inwood area. This amendment more accurately reflects the new Inwood boundaries in the first exhibit “Exhibit A.”

RECOMMENDATION

Adopt ordinance amending Ordinance 25-036 Master Inwood Street Lighting MSBU Ordinance to replace boundary description found in “Exhibit A.”

FISCAL IMPACT

None.

CONTACT INFORMATION

Noah Milov, Assistant County Attorney

863-534-7664

ORDINANCE NO. 2025 - _____

AN ORDINANCE AMENDING POLK COUNTY ORDINANCE 2025-036, THE "MASTER INWOOD STREET LIGHTING MSBU ORDINANCE" TO REPLACE EXHIBIT A; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 1st, 2025, the Polk County Board of County Commissioners passed Ordinance No. 25-036 creating the Master Inwood Street Lighting MSBU; and

WHEREAS, the intent of Exhibit A of Ordinance 2025-036 was to provide the full legal description of the assessment area, but the exhibit provides an incorrect description; and

WHEREAS, this ordinance shall amend Ordinance 2025-036 to correct the error contained in Exhibit A thereof, as further set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

SECTION 1. The recitals above are true and correct and are fully incorporated herein. Capitalized terms not otherwise defined herein shall have the meaning ascribed in Ordinance 25-036.

SECTION 2. Exhibit A of Polk County Ordinance 25-036 is hereby amended and restated in its entirety in "Exhibit A" of this ordinance.

SECTION 3: **APPLICABILITY**. Except as specifically modified, amended and supplemented herein, Ordinance 2025-036 shall remain in full force and effect.

SECTION 4: SEVERABILITY. If any provision of this ordinance, or if this ordinance as applied, is determined to be invalid or unconstitutional by a court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion of this ordinance.

SECTION 5: EFFECTIVE DATE. This ordinance shall become effective upon its filing with the Florida Department of State.

DULY ADOPTED in regular session, this 5th day of August, 2025

BOARD OF COUNTY COMMISIONERS
OF POLK COUNTY, FLORIDA

BY: _____
T. R. Wilson, Chair

ATTEST:
STACY M. BUTTERFIELD
CLERK & COMPTROLLER

By:_____
Deputy Clerk

(SEAL)

ATTACHMENT "A"

Project Name: Inwood Street Lighting District (Overall) Project Number: 8524E24-4

DESCRIPTION

A parcel of land being a portion of Sections 13 and 24, Township 28 South, Range 25 East, and a portion of Sections 18 and 19, Township 28 South, Range 26 East, all in Polk County, Florida, being more particularly described as follows:

COMMENCE at the northeast corner of the Northwest 1/4 of said Section 24; thence South 00°12'15" West, along the east line of said Northwest 1/4, a distance of 2495.32 feet to the centerline of Woodhill Road, for the **POINT OF BEGINNING**; thence continue South 00°12'15" West, along the east line of said Northwest 1/4, a distance of 160.00 feet to the southeast corner of said Northwest 1/4; thence South 89°22'51" West, along the south line of said Northwest 1/4, a distance of 2366.26 feet to the southerly extension of the east line of a parcel described Official Records Book 8771, page 894, Public Records of Polk County, Florida; thence North 00°28'05" West, along said southerly extension and east line, 147.70 feet, to the north line of said parcel; thence South 89°22'51" West, along said north line, 245.20 to the east right-of-way line of 42nd Street N.W.; thence North 00°05'39" East, along said east right-of-way line, 262.02 feet, to the south line of Lot 7, Block "A", DEERWOOD or HARRIBEN INVESTMENT COMPANY subdivision, as recorded in Plat Book 4, page 49, of said Public Records; thence North 89°22'51" East, along said south line, 191.04, to the east line of the west 200.00 feet of said Lot 7; thence North 00°06'02" East, along said east line, 123.51 feet to the north line of said Lot 7; thence South 89°22'51" West, along said north line, 30.00 feet to the east line of the West 70.00 feet of the East 211 feet of Lot 6, Block "A" of said DEERWOOD subdivision; thence North 00°06'02" East, along said east line and its northerly extension, 153.51 feet to the north right-of-way line of Avenue "K" N.W.; thence South 89°22'51" West, along said north right-of-way line, 70.00 feet to the east line of the West 100.00 feet of Lot 5, Block "B" of said DEERWOOD subdivision; thence North 00°06'02" East, along said east line, 123.51 feet to the north line of said Lot 5; thence South 89°22'51" West, along said north line, 100.00 feet to the east right-of-way line of said 42nd Street N.W.; thence North 00°06'02" East, along said east right-of-way line, 123.51 feet to the south line of Lot 3, Block "B" of said DEERWOOD subdivision; thence North 89°22'51" East, along said south line, 155.51 feet to the east line of the West 1/2 of said Lot 3; thence North 00°06'02" East, along said east line of the West 1/2 of Lot 3 and the east line of the West 1/2 of Lot 2 of said Block "B", 262.02 feet, to the south line of Lot 1 of said Block "B"; thence South 89°22'51" West, along said south line 155.51 feet to said east right-of-way line; thence North 00°06'02" East, along said east right-of-way line, 136.83 feet, to the south line of the Northwest 1/4 of the Northwest 1/4 of said Section 24; thence North 89°36'50" East, along said south line, 1029.37 feet, to the west line of the East 274.50 feet of said Northwest 1/4 of the Northwest 1/4; thence North 01°58'05" East, along said west line, 725.61 feet to

REVISION	DATE	BY

the north line of the South 725.00 feet of said Northwest 1/4 of the Northwest 1/4; thence South 89°36'50" West, along said north line, 105.59 feet to the west line of a parcel described in Official Records Book 2373 page 2051 of said Public Records; thence North 01°58'05" East, along said west line 122.20 feet to the south right-of-way line of Coffman Road N.W.; thence South 89°36'01" West, along said south right-of-way line, 140.12 feet to the west line of the East 520.00 feet of said Northwest 1/4 of the Northwest 1/4; thence North 01°58'05" East, along said west line, 160.91 feet to the south line of the North 325.00 feet of said Northwest 1/4 of the Northwest 1/4; thence South 89°36'01" West, along said south line, 183.14 feet to the southerly extension of the east line of Lot 24, PINEDALE UNIT NO. 2 subdivision as recorded in Plat Book 24, page 6, of said Public Records; thence North 01°58'05" East, along said southerly extension, 10.00 feet to the south line of said PINEDALE UNIT NO. 2 subdivision; thence South 89°36'01" West, along said south line, 500.00 feet to the southeast corner of Lot 14 of said PINEDALE UNIT NO. 2 subdivision; thence North 01°58'05" East, 315.27 feet to the northeast corner of Lot 11 of said PINEDALE UNIT NO. 2 subdivision; thence South 89°36'01" West, 0.83 feet to the southerly extension of the east line of Lot 350, INWOOD UNIT NO. 6 subdivision, as recorded in Plat Book 14, page 2, Public Records of Polk County, Florida; thence North 00°36'26 West, along said southerly extension, and east line of said Lot 350, a distance of 176.25 feet, to the south right-of-way of Avenue "Q" N.W. (Brandon Road - Platted); thence North 89°56'34" East, along said south right-of-way, 25 feet more or less, to the southerly extension of the centerline of 40th Street N.W. (Bancroft Drive – per Plat Book 14 page 2); thence northerly along said centerline, to the centerline of Avenue "U" N.W. (Palmetto Road – per Plat Book 9 page 35, and depicted on Plat Book 14 page 2); thence easterly, along said centerline, to the centerline of Lake Boulevard N.W. (Blue Lake Boulevard – per Plat Book 9 page 35); thence northeasterly along said centerline, to the centerline of Lake Drive N.W. (Lake Drive – per Plat Book 9 page 35); thence northerly along said centerline, to the centerline of Xerxes Avenue N.W. (Avondale Road – per Plat Book 9 page 35); thence southeasterly along said centerline, to the centerline of 31st Street N.W. (Idlewood Drive – per Plat Book 9 page 35); thence southerly along said centerline, to the centerline of Avenue "V" N.W. (Haven Road – per Plat Book 9 Page 35 and Plat Book 9 Page 7) thence east along said centerline, to the east line of the Southeast 1/4 of said Section 13; thence south, along said east line, to the easterly right-of-way line of Lake Cannon Drive W. (West Cannon Drive – per Plat Book 9 page 7 and Plat Book 14 page 1); thence southerly along said easterly right-of-way line, to the easterly extension of the North line of Lot 183, INWOOD UNIT NO. 1, as recorded in Plat Book 8, Pages 40A, 40B, and 40C, Public Records of Polk County, Florida; thence easterly, along said easterly extension, to the waters edge of Lake Cannon; thence southerly, along said waters edge; to the south line of Lot 167 of said INWOOD UNIT NO. 1; thence southwesterly, along said south line, to said east right-of-way of Lake Cannon Drive West; thence northerly, along said east right-of-way line, to its intersection with the easterly extension of the centerline of Avenue "J" N.W (Woodhill Road – per Plat Book 8 page 40B).; thence westerly, along said centerline, and its westerly extension, to the centerline of Avenue "K" N,W.; thence continue westerly, along the centerlines of Avenue "K" N.W., and Woodhill Road, to said east line of the Northwest 1/4 of Section 24, and the **POINT OF BEGINNING.**

Agenda Item O.2. 8/5/2025

SUBJECT

Public Hearing to consider adoption of a Resolution allowing for the Installation of Seven Traffic Calming Devices (Speed Humps) on Catherine Drive, Near Lakeland. (estimated $35,000.00 one-time expense)

DESCRIPTION

The Board of County Commissioners has a policy that allows for the installation of traffic calming devices on certain County roads, provided they meet the criteria set forth in the policy.

An area resident approached the County with a request to install traffic calming devices on Catherine Drive. Catherine Drive is located in the Lakeland area in S-17, T-27S, R-23E, and is classified as a Local Residential road.

Staff conducted traffic studies on Catherine Drive, as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

RECOMMENDATION

Request Board adopt the associated Resolution to allow for the installation of seven traffic calming devices (speed humps) on Catherine Drive. Cost for installation of the traffic calming devices is estimated at $35,000.00.

FISCAL IMPACT

Funding is budgeted in the FY 24/25 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

RESOLUTION NO.: _____

WHEREAS the Board of County Commissioners has a policy to allow for the placement of traffic calming devices upon certain qualifying roads, and

WHEREAS the Polk County Roads & Drainage Division was requested to install traffic calming devices on the following County-maintained Local Residential road:

> Catherine Drive (Road Number 731719); from County Road 35A (Kathleen Road) to Mather Road West. Located in S-17, T-27S, R-23E, and

WHEREAS speed studies were performed in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that Catherine Drive qualifies for traffic calming devices based on 85th Percentile speed and traffic volume, and

WHEREAS homeowners along Catherine Drive were provided with ballot forms, and a sufficient number of said forms were either returned in support of the installation of traffic calming devices, or were not returned and counted as being in support of the installation of traffic calming devices, in accordance with Board policy requirements,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Catherine Drive to have seven traffic calming devices installed between County Road 35A (Kathleen Road) and Grove Place.

DATED this 5th day of August 2025.

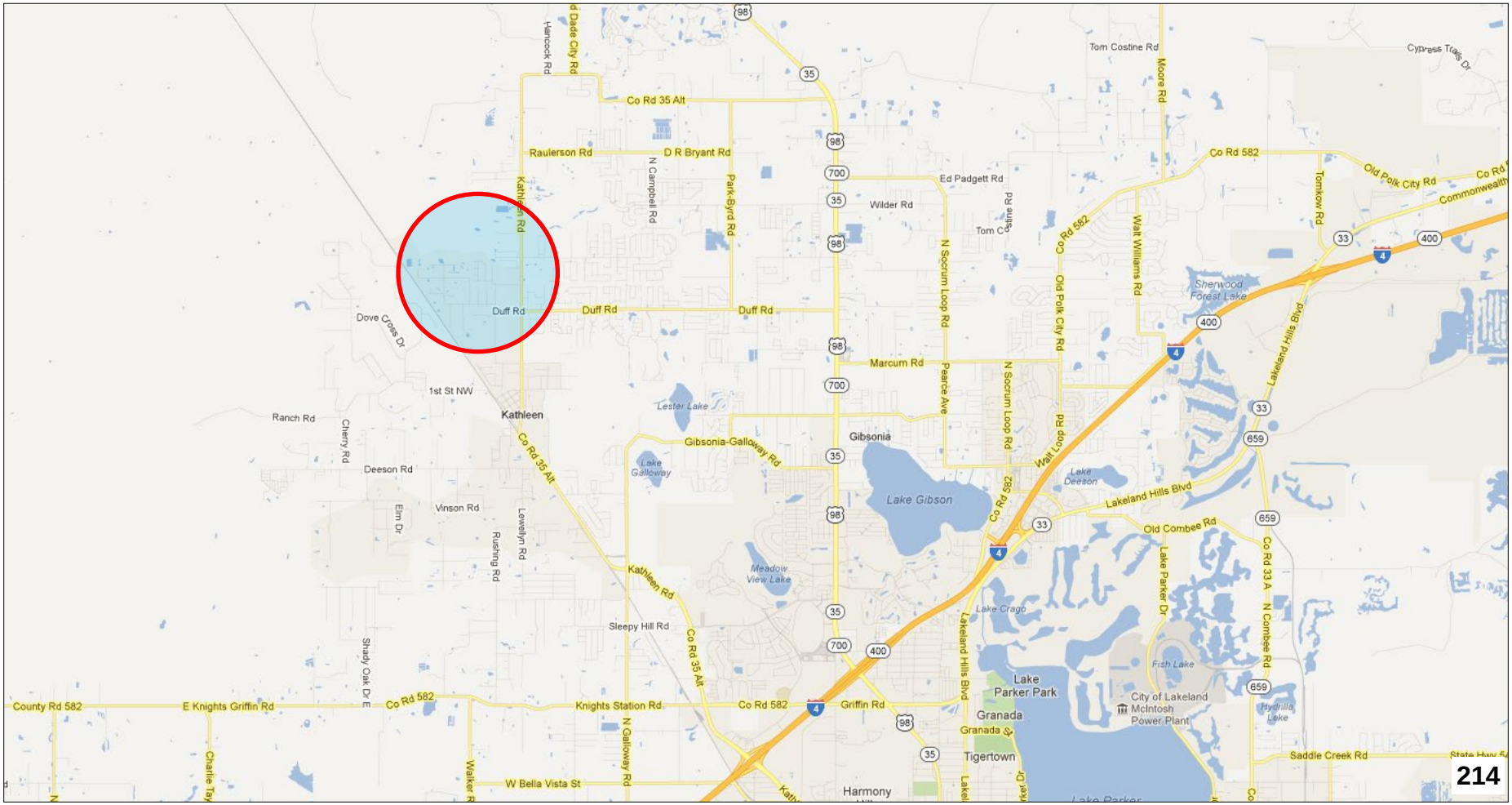
N

N.T.S.

Catherine Dr (Lakeland Area)

Request for Speed Humps

Vicinity Map



N

N.T.S.

Catherine Dr (Lakeland Area)

Traffic Calming Plan

Agenda Item O.3. 8/5/2025

SUBJECT

Public Hearing to consider adoption of a Resolution allowing for the Installation of Five Traffic Calming Devices (Speed Humps) on Lakeland Highlands Road, Near Lakeland (estimated $25,000.00 one-time expense)

DESCRIPTION

The Board of County Commissioners has a policy that allows for the installation of traffic calming devices on certain County roads, provided they meet the criteria set forth in the policy.

An area resident approached the County with a request to install traffic calming devices on Lakeland Highlands Road. Lakeland Highlands Road is located in the Lakeland area in S-20, T-29S, R-24E, and is classified as a Local Residential road.

Staff conducted traffic studies on Lakeland Highlands Road, as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

RECOMMENDATION

Request Board adopt the associated Resolution to allow for the installation of five traffic calming devices (speed humps) on Lakeland Highlands Road. Cost for installation of the traffic calming devices is estimated at $25,000.00.

FISCAL IMPACT

Funding is budgeted in the FY 24/25 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

RESOLUTION NO.: _____

WHEREAS the Board of County Commissioners has a policy to allow for the placement of traffic calming devices upon certain qualifying roads, and

WHEREAS the Polk County Roads & Drainage Division was requested to install traffic calming devices on the following County-maintained Local Residential road:

> Lakeland Highlands Road (Road Number 942005); from Dead End South to County Road 540 A (Central Barn Road). Located in S-20, T-29S, R-24E, and

WHEREAS speed studies were performed in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that Lakeland Highlands Road qualifies for traffic calming devices based on 85th Percentile speed and traffic volume, and

WHEREAS homeowners along Lakeland Highlands Road were provided with ballot forms, and a sufficient number of said forms were either returned in support of the installation of traffic calming devices, or were not returned and counted as being in support of the installation of traffic calming devices, in accordance with Board policy requirements,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Lakeland Highlands Road to have five traffic calming devices installed between Dead End South and Crews Lake Drive.

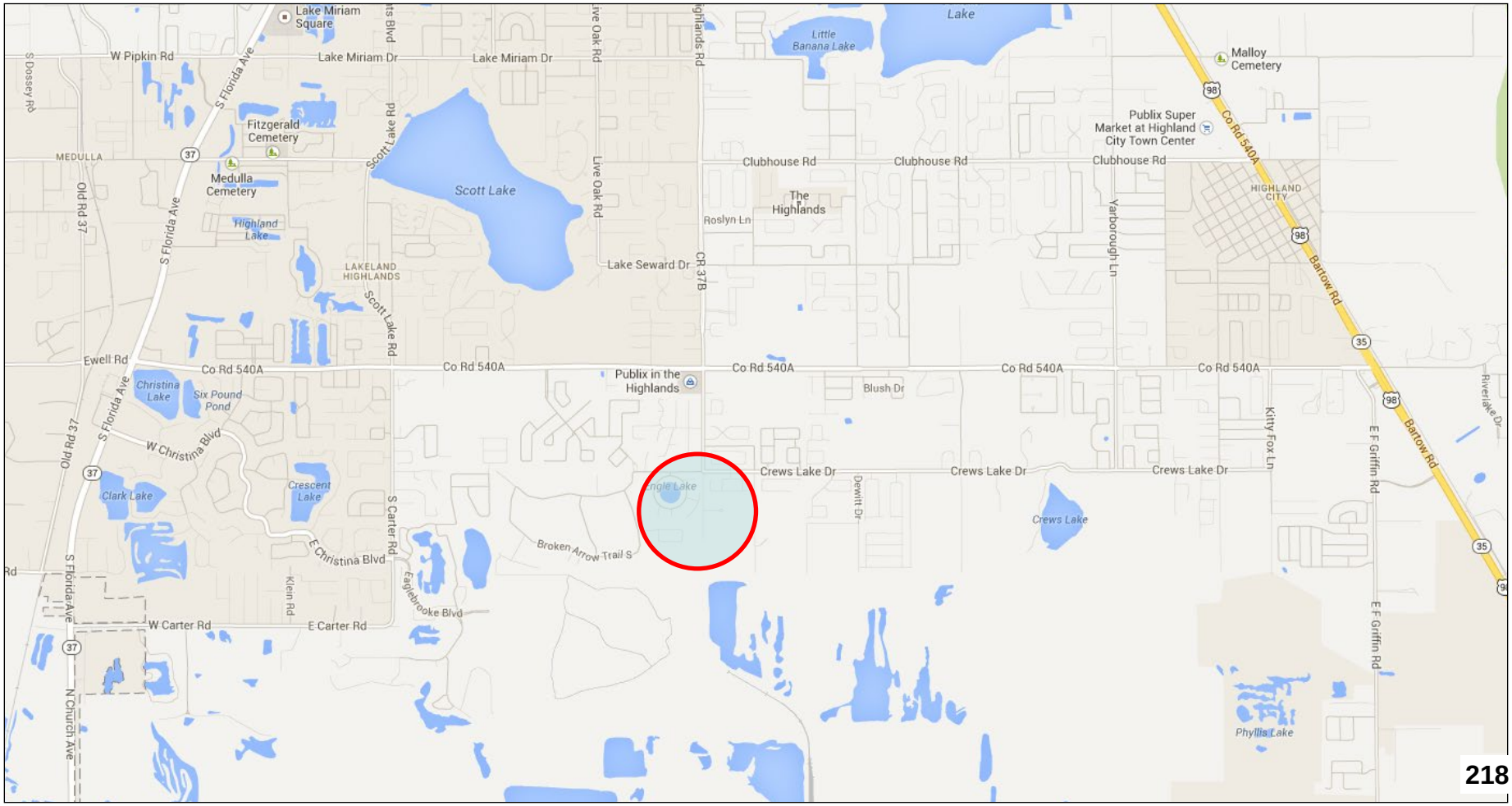
DATED this 5th day of August 2025.

N

N.T.S.

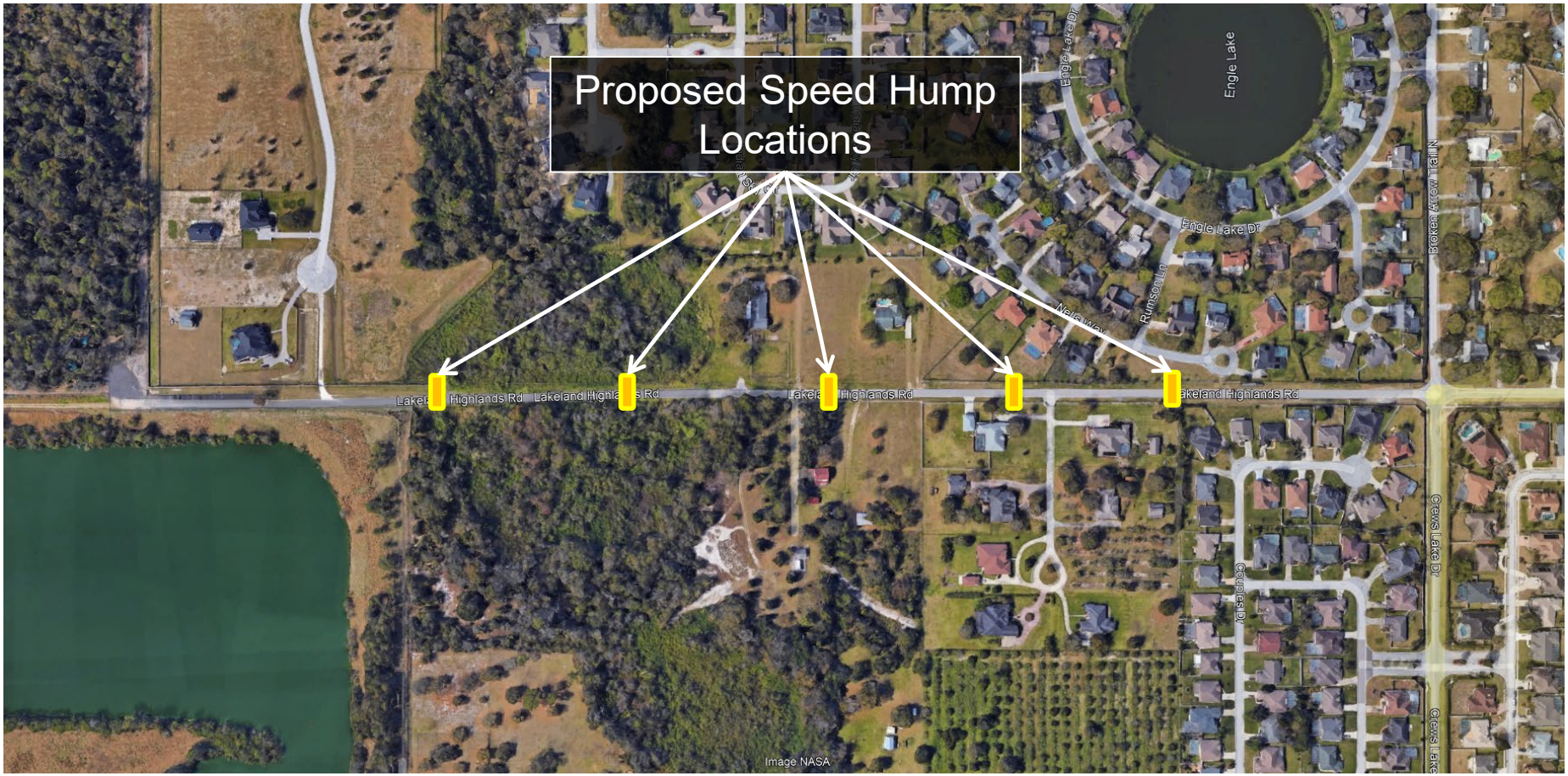
Lakeland Highlands Rd (Lakeland Area)

Request for Speed Humps



Lakeland Highlands Rd (Lakeland Area)

Traffic Calming Plan



Agenda Item O.4. 8/5/2025

SUBJECT

Public Hearing to consider adoption of a Resolution allowing for the Installation of Two Traffic Calming Devices (Speed Humps) on Stephenson Avenue, Near Babson Park (estimated $10,000.00 one-time expense)

DESCRIPTION

Click or tap here t The Board of County Commissioners has a policy that allows for the installation of traffic calming devices on certain County roads, provided they meet the criteria set forth in the policy.

An area resident approached the County with a request to install traffic calming devices on Stephenson Avenue. Stephenson Avenue is located in the Babson Park area in S-33, T-30S, R-28E, and is classified as a Local Residential road.

Staff conducted traffic studies on Stephenson Avenue, as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population. o enter text.

RECOMMENDATION

Request Board adopt the associated Resolution to allow for the installation of two traffic calming devices (speed humps) on Stephenson Avenue. Cost for installation of the traffic calming devices is estimated at $10,000.00.

FISCAL IMPACT

Funding is budgeted in the FY 24/25 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

RESOLUTION NO.: _____

WHEREAS the Board of County Commissioners has a policy to allow for the placement of traffic calming devices upon certain qualifying roads, and

WHEREAS the Polk County Roads & Drainage Division was requested to install traffic calming devices on the following County-maintained Local Residential road:

Stephenson Avenue (Road Number 083312); from Lake Shore Boulevard to Mountain Drive. Located in S-33, T-30S, R-28E, and

WHEREAS speed studies were performed in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that Stephenson Avenue qualifies for traffic calming devices based on 85th Percentile speed and traffic volume, and

WHEREAS homeowners along Stephenson Avenue were provided with ballot forms, and a sufficient number of said forms were either returned in support of the installation of traffic calming devices, or were not returned and counted as being in support of the installation of traffic calming devices, in accordance with Board policy requirements,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Stephenson Avenue to have two traffic calming devices installed between Lake Shore Boulevard and State Road 17 (Scenic Highway).

DATED this 5th day of August 2025.

N

N.T.S.

Stephenson Ave (Babson Park Area)

Request for Speed Humps

N

N.T.S.

Stephenson Ave (Babson Park Area)

Traffic Calming Plan

Agenda Item O.5. 8/5/2025

SUBJECT

Public Hearing to consider adoption of a Resolution allowing for the Installation of Three Traffic Calming Devices (Speed Humps) on Tangelo Street, Near Highland Park Manor. (estimated $15,000.00 one-time expense)

DESCRIPTION

The Board of County Commissioners has a policy that allows for the installation of traffic calming devices on certain County roads, provided they meet the criteria set forth in the policy.

An area resident approached the County with a request to install traffic calming devices on Tangelo Street. Tangelo Street is located in the Highland Park Manor area in S-18, T-30S, R-28E, and is classified as a Local Residential road.

Staff conducted traffic studies on Tangelo Street, as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

RECOMMENDATION

Request Board adopt the associated Resolution to allow for the installation of three traffic calming devices (speed humps) on Tangelo Street. Cost for installation of the traffic calming devices is estimated at $15,000.00.

FISCAL IMPACT

Funding is budgeted in the FY 24/25 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

RESOLUTION NO.: _____

WHEREAS the Board of County Commissioners has a policy to allow for the placement of traffic calming devices upon certain qualifying roads, and

WHEREAS the Polk County Roads & Drainage Division was requested to install traffic calming devices on the following County-maintained Local Residential road:

Tangelo Street (Road Number 081803); from Underpass Road to Grove Road Three. Located in S-18, T-30S, R-28E, and

WHEREAS speed studies were performed in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that Tangelo Street qualifies for traffic calming devices based on 85th Percentile speed and traffic volume, and

WHEREAS homeowners along Tangelo Street were provided with ballot forms, and a sufficient number of said forms were either returned in support of the installation of traffic calming devices, or were not returned and counted as being in support of the installation of traffic calming devices, in accordance with Board policy requirements,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Tangelo Street to have three traffic calming devices installed between Lilly Street and Friedlander Road.

DATED this 5th day of August 2025.

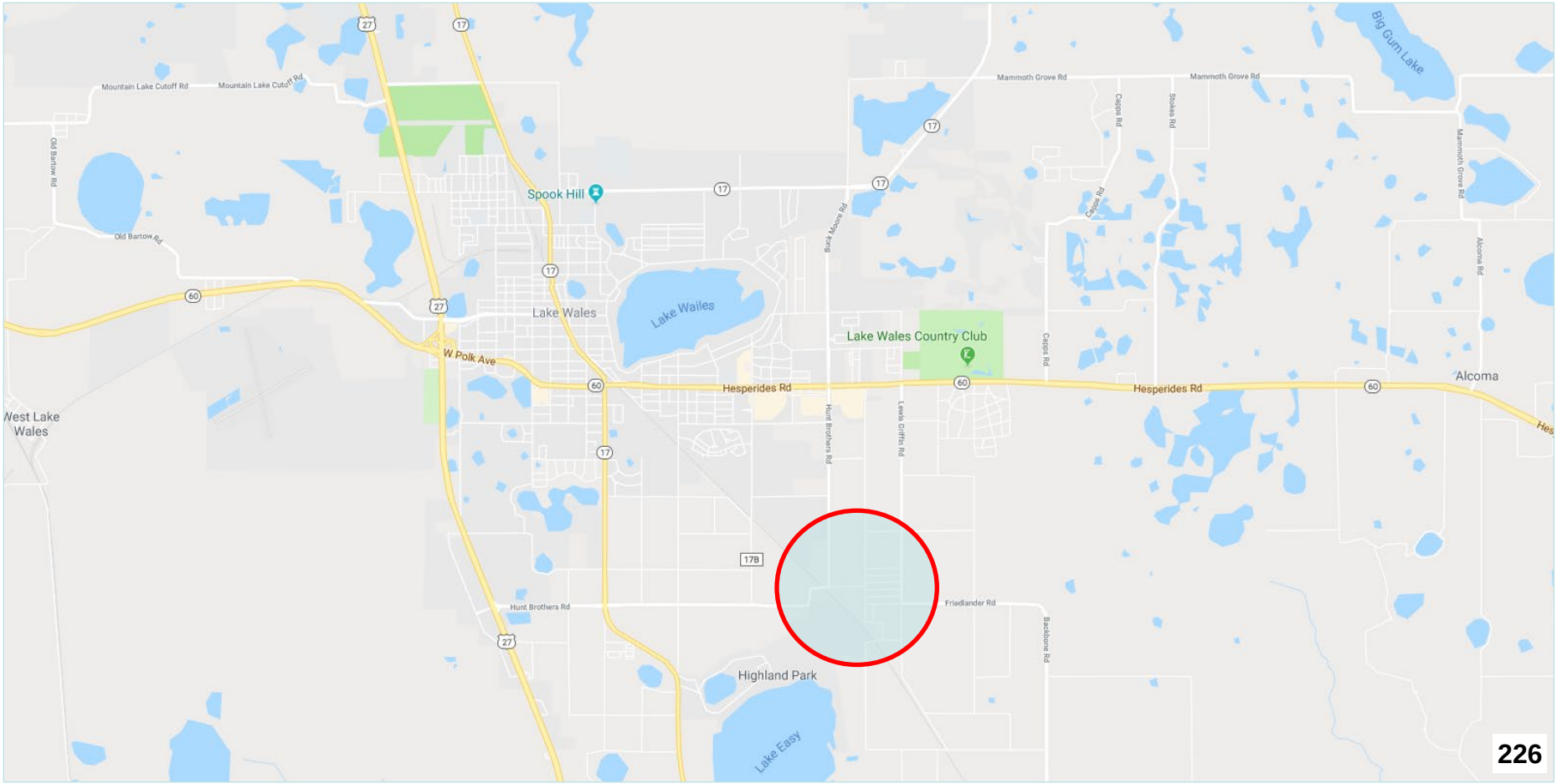
N

N.T.S.

Tangelo St (Highland Park Manor Area)

Request for Traffic Calming

Vicinity Map



N

N.T.S.

Tangelo St (Highland Park Manor Area)

Traffic Calming Plan

Polk County

Board of County Commissioners

Agenda Item R.1. 8/5/2025

SUBJECT

Report 2025-08 Building Division Trust Accounts follow-up audit.

DESCRIPTION

Accept Report 2025-08, Building Division Trust Accounts follow-up audit.

RECOMMENDATION

Approval

FISCAL IMPACT

None

CONTACT INFORMATION

Lita J. McHugh, CPA, CIG, CIGI
Inspector General
Office of Stacy M. Butterfield, CPA
Polk County Clerk of the Circuit Court & Comptroller
(863) 534-7735 | LitaMcHugh@polk-county.net <mailto:LitaMcHugh@polk-county.net>

Report # 2025-08
Building Division Trust Accounts
Audit follow-up

Audit #2025-03

Department of Inspector General
Stacy M. Butterfield, CPA
Clerk of the Circuit Court and Comptroller
Polk County, Florida

Lita J. McHugh, CPA, CIG, CIGI
Inspector General

Auditor(s) Assigned:
Melinda Medina, CGAP

An Accredited Office of
Inspector General

Stacy M. Butterfield, CPA

Clerk of the Circuit Court and Comptroller
Polk County, Florida

July 15, 2025

INSPECTOR GENERAL AUDIT REPORT

Report #2025-08: Building Division Trust Accounts audit follow-up
Audit #2025-03

The Honorable Board of County Commissioners

We have completed a follow-up audit on action by the Building Division to resolve findings and recommendations from our audit of Building Division Trust Accounts, Report 2023-02 issued May 2, 2023. This report contains a summary of the management action plans for each of the initial audit findings and recommendations and their current status.

We appreciate the cooperation and assistance provided by the Building Division during this follow-up process.

We hope you find this report useful in ensuring that Polk County government provides the best possible services to our residents.

Respectfully submitted,

_____

Lita McHugh, CPA, CIG, CIGI
Inspector General

Approved:

_____

Stacy M. Butterfield, CPA
Clerk of the Circuit Court and County Comptroller

Background

The Building Division (the Division) focuses on the administration of construction related codes, statutes, and regulations. This is accomplished through the issuance of building permits, plan reviews, field inspections, complaint investigations, and processing contractor licensing applications. In accordance with section 553.80, Fla. Stat., use of revenue generated from fees imposed on building services is restricted to fulfill the county's responsibilities in enforcing the Florida Building Code.

On April 18, 2018, the Division converted from Hansen 7 permitting system to Accela. In Accela, customers can submit an application, view permit status, schedule inspections, pay fees, deposit funds into their trust account and access documents and forms online.

The Division provides customers with the option to pay fees with cash, paper check, eCheck, and credit card. Customers can also establish a trust account maintained by the county; deposits to the account are used to pay future fees. Trust account transactions can be processed in person and online through the Accela Citizens Access Portal.

During the system conversion in 2018, inactive trust accounts in Hansen with balances were transferred to Accela and noted as inactive within the description in Accela. On August 2, 2022, according to data from the Accela permitting system, there were 1,313 trust accounts with active status and a total balance of $2,135,568.34. Below is a summary of the trust accounts in Accela.

Trust Accounts on August 2, 2022		
	Number of Accounts	Balance of Accounts
Accounts not described as inactive	1,180	$1,859,760.45
Accounts described as inactive	130	$25,807.89
System test accounts	3	$250,000
Total	1,313	$2,135,568.34

Scope and Methodology

The scope of our audit included:

- Review of Division job descriptions, responsibilities, and Accela access
- Interviews with Building Division personnel
- Evaluation of procedures, policies and controls over trust accounts, voids, and permit fees
- Testing a judgmental sample of voided transactions
- Testing a judgmental sample of trust accounts described as inactive
- Testing a random sample of trust accounts not described as inactive

Our audit objectives were to:

- Determine if procedures and controls were sufficient to safeguard trust accounts.
- Determine if trust account activity was properly monitored to ensure compliance with applicable Florida Statutes, County Ordinances, and Division policies and procedures.

Testing during the initial audit was performed on activities from January 1, 2022, through June 30, 2022, but the transactions and processes reviewed were not limited by the audit period.

Follow-Up Scope and Methodology

This is the follow-up on actions by management to address the findings and recommendations identified in our initial audit of Building Division Trust Accounts. The purpose of the follow-up was to report on the status of efforts by management to satisfactorily complete the recommendations from our initial audit. To achieve our objectives, we reviewed management responses and relevant records.

Our audit was conducted in accordance with the *Global Internal Audit Standards* of The Institute of Internal Auditors and the *Principles and Standards for Offices of Inspector General* of the Association of Inspectors General. Accordingly, it included such tests of records and other auditing procedures as we considered necessary in the circumstances.

Results

The purpose of our original audit, Report 2023-02 Building Division Trust Accounts, was to determine if procedures and controls were sufficient to safeguard trust accounts and determine if trust account activity was properly monitored. Our audit determined additional measures that should be considered to strengthen the county's commitment to providing excellent services to the community. The table below provides a description of the finding, management's action plan, and its status.

Action Plan
Finding #1 Trust accounts in Accela were not monitored for inactivity. **Management Action Plan** The plan currently in place is to process refunds where we can. Any refund attempts not successful and of insignificant value, will lead to coordination efforts with the County Attorney's office on how to handle them and the potential of distributing the remaining money back to the state. **Current Status** Complete
Finding #2 The transfer of trust account balances from Hansen to Accela during the conversion was incomplete. **Management Action Plan** We will coordinate with IT and Budget staff to put our best foot forward to verify the balances that were transferred from Hansen to Accela. This may be in the form of old spreadsheets and data since we no longer have access to Hansen. **Current Status** Complete

Polk County

Board of County Commissioners

Agenda Item R.2. 8/5/2025

SUBJECT

Proposed Fiscal Year 2025/2026 budgets for Alafia Preserve, Bridgewater, Crosswinds East, Donaldson Knoll, Eagle Ridge, Lake Ashton, Lake Mattie Preserve, Lakeside Landings and Lawson Dunes Community Development Districts.

DESCRIPTION

These proposed fiscal year budgets must be filed with the local governing authority. Copies are on file in the Clerk's Department of Comptroller to the Board.

RECOMMENDATION

Accept Proposed Budgets.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

Agenda Item R.3. 8/5/2025

SUBJECT

Removal of equipment from inventory as listed on Blanket Removal Form 2222.

DESCRIPTION

Removal of equipment from inventory is set forth on Blanket Removal Form 2222 as requested by Fixed Asset Accounting to be stored or disposed of in accordance with the rules of the Auditor General's Office.

RECOMMENDATION

Approve removal of equipment as listed on Blanket Removal Form 2222.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Alison Brown
alisonbrown@polk-county.net <mailto:alisonholland@polk-county.net>

BLANKET PROPERTY REMOVAL FORM # 2222

To: Board of County Commissioners, Polk County, Florida
From: Clerk and Auditor, Polk County, Florida
It is requested that the listed property be removed from inventory.

Submitted By: _____
Fixed Asset Accounting Office of Clerk Auditor

Approved By _____
Chairman of the Board of County Commissioners

BoCC Approval Date: 8/5/2025

Property # **57773** ***Asset #*** **101479**
Item: COMPUTER, DESKTOP — HP — SB Z4
Serial # MXL0273N9Q — ***Date Rec'd.*** 7/23/2020 — ***Cost*** $2,141.14
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **57835** ***Asset #*** **102348**
Item: WORKSTATION, COMPUTER — HP — SB Z4 G4 19
Serial # MXL0431S76 — ***Date Rec'd.*** 11/8/2020 — ***Cost*** $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0000003339** ***Asset #*** **56447**
Item: DISPLAY, PORTABLE — TABLETOP
Serial # — ***Date Rec'd.*** 1/19/2005 — ***Cost*** $1,561.00
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **N0002160297** ***Asset #*** **59471**
Item: GENERATOR — GENERAC — SG040
Serial # 2004765 — ***Date Rec'd.*** 12/6/1992 — ***Cost*** $11,750.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **N0002992357** ***Asset #*** **61817**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1581 — ***Date Rec'd.*** 8/14/2006 — ***Cost*** $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992502** ***Asset #*** **61962**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1668 — ***Date Rec'd.*** 8/22/2006 — ***Cost*** $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992571** ***Asset #*** **62031**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1604 — ***Date Rec'd.*** 9/1/2006 — ***Cost*** $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992584** ***Asset #*** **62044**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1689 — ***Date Rec'd.*** 9/1/2006 — ***Cost*** $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992608** ***Asset #*** **62068**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1853 — ***Date Rec'd.*** 9/5/2006 — ***Cost*** $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992663** ***Asset #*** **62123**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1820 — ***Date Rec'd.*** 9/17/2006 — ***Cost*** $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992664** *Asset #* **62124**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1909 — *Date Rec'd.* 9/17/2006 — *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992667** *Asset #* **62127**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL5000
Serial # 500CGP1811 — *Date Rec'd.* 9/17/2006 — *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **49073704** *Asset #* **67282**
Item: TRUCK, FIRE PUMPER — FERRARA FIRE APPARATUS, — IGNITER
Serial # 1F94044217H140464 — *Date Rec'd.* 6/13/2007 — *Cost* $301,794.00
Reason for Request: TO BE SOLD FOR SCRAP

Property # **N0002992863** *Asset #* **68548**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL 5000 MOBILE RADIO
Serial # 500CHR0869 — *Date Rec'd.* 9/30/2007 — *Cost* $3,485.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0000006357** *Asset #* **68802**
Item: PRINTER, IT — HEWLETT PACKARD — LASERJET CP6015XH
Serial # JPDL84K04Y — *Date Rec'd.* 3/9/2008 — *Cost* $6,632.33
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **N0002993019** *Asset #* **69210**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL 5000 MOBILE RADIO
Serial # 500CJM2464 — *Date Rec'd.* 7/22/2008 — *Cost* $3,313.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002994578** *Asset #* **72725**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL 2500
Serial # 514CLF1740 — *Date Rec'd.* 3/20/2010 — *Cost* $3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002994680** *Asset #* **72827**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL 2500
Serial # 514CLH1649 — *Date Rec'd.* 3/21/2010 — *Cost* $3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002994736** *Asset #* **72883**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL 2500
Serial # 514CLF1918 — *Date Rec'd.* 3/21/2010 — *Cost* $3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **36116301** *Asset #* **73056**
Item: AMBULANCE — FREIGHTLINER — M2 106
Serial # 1FVACWDT7BDAV9763 — *Date Rec'd.* 5/19/2010 — *Cost* $70,782.82
Reason for Request: TO BE SOLD AT AUCTION

Property # **53043** *Asset #* **74963**
Item: MAIL PROCESSOR — HASLER — CHADLESS OP150
Serial # — *Date Rec'd.* 9/28/2011 — *Cost* $3,408.00
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **31133402** *Asset #* **77065**
Item: TRUCK, UTILITY 4X2 — FORD — F550
Serial # 1FDUF5GY0DEA18494 — *Date Rec'd.* 2/25/2013 — *Cost* $47,447.38
Reason for Request: TO BE SOLD AT AUCTION

Property # **31133401** *Asset #* **77105**
Item: TRUCK, DUMP - FLATBED
Serial # 1FDUF5GY9DEA18493
FORD F-550
Date Rec'd. 2/27/2013 *Cost* $47,447.51
Reason for Request: TO BE SOLD AT AUCTION

Property # **60129011** *Asset #* **79061**
Item: TRACTOR
Serial # C153054
CHALLENGER MT465B
Date Rec'd. 3/13/2013 *Cost* $70,687.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **21142812** *Asset #* **88631**
Item: SUV 4X4
Serial # 1FMCU9GX5EUC76775
FORD ESCAPE SE
Date Rec'd. 3/20/2014 *Cost* $22,599.74
Reason for Request: TO BE SOLD AT AUCTION

Property # **36146302** *Asset #* **88732**
Item: AMBULANCE
Serial # 1FVACWDT7EHFV1402
BRAUN SUPERCHIEF
Date Rec'd. 5/11/2014 *Cost* $262,743.42
Reason for Request: TO BE SOLD FOR SCRAP

Property # **21153469** *Asset #* **89654**
Item: TRUCK, PICKUP 4X4
Serial # 1FT7W2B67FED18400
FORD F250
Date Rec'd. 4/12/2015 *Cost* $29,655.37
Reason for Request: TO BE SOLD AT AUCTION

Property # **21163477** *Asset #* **89906**
Item: TRUCK, PICKUP 4X4
Serial # 1FT7W2B60GEA04444
FORD F250
Date Rec'd. 6/15/2015 *Cost* $31,890.42
Reason for Request: TO BE SOLD AT AUCTION

Property # **N0002995092** *Asset #* **94296**
Item: RADIO, 800 MHZ - MOBILE
Serial # 514CLF1141
MOTOROLA XTL 2500
Date Rec'd. 10/15/2012 *Cost* $3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **31162637** *Asset #* **94713**
Item: TRUCK, UTILITY 4X4
Serial # 1FDUF5HY4GEB62293
FORD F550
Date Rec'd. 5/11/2016 *Cost* $63,729.38
Reason for Request: TO BE SOLD AT AUCTION

Property # **36186337** *Asset #* **97000**
Item: AMBULANCE
Serial # 3ALACWFC8JDJW5727
FREIGHTLINER M2
Date Rec'd. 1/9/2018 *Cost* $276,985.00
Reason for Request: TO BE SOLD FOR SCRAP

Property # **60188644** *Asset #* **97132**
Item: ATV (ALL TERRAIN VEHICLE)
Serial # 3NSRMA578JE366450
POLARIS RANGER 570
Date Rec'd. 5/8/2018 *Cost* $10,962.99
Reason for Request: TO BE SOLD AT AUCTION

Property # **21183359** *Asset #* **97706**
Item: TRUCK 4X4
Serial # 1FTEX1EP5JKF30290
FORD F-150
Date Rec'd. 9/26/2018 *Cost* $27,157.68
Reason for Request: TO BE SOLD AT AUCTION

Property # **60196934** *Asset #* **98693**
Item: MOWER
Serial # 404826875
TORO Z5000
Date Rec'd. 6/16/2019 *Cost* $11,339.22
Reason for Request: TO BE SOLD AT AUCTION

Property # **57717** *Asset #* **99507**
Item: COMPUTER, LAPTOP DELL 5420 RUGGED
Serial # J7NMTG2 *Date Rec'd.* 2/2/2020 *Cost* $2,827.10
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

(35 detail records) **$1,352,103.50**

Agenda Item R.4. 8/5/2025

SUBJECT

Approve an Interlocal Agreement with the City of Auburndale for Equipment Donation at the Championship Ski Lake (No fiscal impact)

DESCRIPTION

Since 2008, Polk County and the City of Auburndale have partnered together to develop a world-class sports facility at the Lake Myrtle Sports Park. One of the newest partnership additions was the construction of a championship ski lake, which provides the Tourism and Sports Marketing division with another venue to attract large-scale sports events. The equipment being donated provides the necessary amenities for water skiing events. The equipment being donated (two floating docks) allows us to facilitate events. This equipment was originally purchased for $12,100. Finally, this donation will transfer all usage liability to the City of Auburndale.

RECOMMENDATION

Request the Board approve the Interlocal Agreement with the City of Auburndale.

FISCAL IMPACT

There is no fiscal impact.

CONTACT INFORMATION

Neal Duncan
Senior Sales and Events Manager
Tourism & Sports Marketing
863-334-2313
neal@vcfsports.com

INTERLOCAL AGREEMENT AND RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION FOR RECEIPT OF DONATED EQUIPMENT

THIS AGREEMENT is hereby entered into by and between Polk County, a political subdivision of the State of Florida (the "COUNTY") and the City of Auburndale, a municipal corporation of the State of Florida (the "RECIPIENT"), effective as of the date last executed.

WHEREAS, in accordance with Section 274.05, Florida Statutes, the COUNTY desires to donate AS-IS, WITHOUT WARRANTY, AND WITH ALL FAULTS that certain equipment identified and described in Exhibit "A" attached hereto and incorporated herein by reference (the "Donated Equipment") to the RECIPIENT; and

WHEREAS, notwithstanding the AS-IS, WITHOUT WARRANTY, AND WITH ALL FAULTS terms of the subject donation, the County is not aware of any condition, defect, and/or pending claim against the County associated with or existing as to the Donated Equipment;

WHEREAS, the RECIPIENT acknowledges that proper use of the Donated Equipment may require maintenance and training; and

WHEREAS, by its acceptance of the Equipment, the RECIPIENT acknowledges that the RECIPIENT remains responsible for obtaining any necessary maintenance and training in order to use the Donated Equipment; and

WHEREAS, the RECIPIENT acknowledges that after actual donation and receipt of the Donated Equipment, the RECIPIENT shall hold all responsibility for proper operation of the Donated Equipment;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the COUNTY and the RECIPIENT agree to the following:

1. **Recitals.** The Recitals stated above are true and correct and fully incorporated into the body of this Agreement by reference.

2. **Receipt of Equipment.** The RECIPIENT acknowledges receipt of the Donated Equipment by the COUNTY as set forth and described on Exhibit "A."

3. **No Warranties.** The COUNTY, including, without limitation, its Tourism & Sports Marketing Division, officers, directors, board members, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Donated Equipment.

4. The COUNTY is not aware of any condition, defect, and/or pending claim against the

COUNTY associated with or existing as to the Donated Equipment as of the date of the full execution of this Agreement after approval by the Governing Bodies of the COUNTY and RECIPIENT.

5. **Waiver of Liability**. The RECIPIENT does hereby waive, release, and fully discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of any use or misuse of the Donated Equipment. The entire risk as to the performance of the Donated Equipment is assumed by the RECIPIENT. In no event shall the COUNTY or its officers, employees or agents, be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the Donated Equipment. The above limitations on liability apply even though the RECIPIENT may not have been advised of the possibility of such damage.

6. **Indemnification**. Subject to the provisions of Section 768.28, Florida Statutes, the RECIPIENT shall indemnify, defend and hold harmless the COUNTY from and against any and all claims, liability and damages, arising from the use of the Donated Equipment. Nothing herein shall be deemed a waiver, express or implied, of either party's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. For the avoidance of doubt, as both parties are local government entities, pursuant to Section 768.28(19), F.S., neither party indemnifies nor insures or assumes any liability to the other party for the other party's negligence.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES' SIGNATURES.

IN WITNESS WHEREOF, the COUNTY and the RECIPIENT have caused this Agreement to be executed on the date set forth below.

ATTEST:
STACY M. BUTTERFIELD, Clerk

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

_____
County Attorney's Office

POLK COUNTY, a political subdivision of the State of Florida

By: _____
T. R. Wilson, Chair
Board of County Commissioners

Date approved by County: _____

ATTEST:

_____
City Clerk,
City of Auburndale

Approved as to form and legal sufficiency:

7-7-25

_____
City Attorney,
City of Auburndale

CITY OF AUBURNDALE, a municipal corporation of the State of Florida

By: _____
Mayor Dorothea Taylor Bogert, Mayor
City of Auburndale

Date approved by City: 07-07-2025

EXHIBIT A

The following items, identified below along with their approximate values, will be donated to the RECIPIENT:

1. **(2) 8' X 24' Floating Docks ($12,100)**
   (See attached invoice and proposal for further description)

Larry Gohn's MARINE CONSTRUCTION

Contractors Invoice

2215 Avenue C NW - Winter Haven, Fl 33880
Phone (863) 412-0292 • www.larrygohnmarine.com

TO: Polk County Sports
2701-554-4750
Auburndale, Florida 33823

WORK PERFORMED AT:

DESCRIPTION OF WORK PERFORMED

Two 8'x24' Floating Docks Completed.
Built as per proposal.

Dock #1	6050.00
Dock #2	6050.00
Total	$ 12,100.00

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of Twelve Thousand One Hundred + 00/100 Dollars ($ 12,100.00)

This is a ☐ Partial ☒ Full invoice due and payable by: _____ (MONTH) _____ (DAY) _____ (YEAR)

In accordance with our ☐ Agreement ☐ Proposal No._____ Dated _____ (MONTH) _____ (DAY) _____ (YEAR)

Signature (Contractor) _____ Signature (Owner) _____

Polk County

Board of County Commissioners

Agenda Item R.5. 8/5/2025

SUBJECT

SET HEARING: (LDCPAS-2025-9 ECX CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Town Center (TCX) to Employment Center (ECX) on 5.45 +/- acres in the Transit Supportive Development Area (TSDA). The suggested adoption hearing date is August 19, 2025, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located south of Clubhouse Road, west of 1st Street SE, north of County Road 540A, east of US Highway 98, and east of Haines City, in Section 14, Township 29, Range 24. State law requires one Planning Commission hearing, which was held on July 9, 2025, with a recommendation for approval by a 7:0 vote.

RECOMMENDATION

Request Board set the adoption hearing date for August 19, 2025, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Johnathan Sims, MPA, Planner II

Land Development Division

863-534-7515

JohnathanSims@polk-county.net

Polk County

Board of County Commissioners

Agenda Item R.6. 8/5/2025

SUBJECT

SET HEARING: (LDCPAS-2025-8 Lake Daisy CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Recreation Open Space (ROS) to Residential Low (RL) on 3.9 +/- acres in the Transit Supportive Development Area (TSDA). This case is related to LDCD-2025-2. The suggested adoption hearing date is August 19, 2025, at 9:15 a.m.

DESCRIPTION

This is a county-initiated request for property located south of Lake Daisy, North of Lake Daisy Dr, West of Lake Daisy Loop, southwest of the city of Winter Haven in Section 6, Township 29, Range 27. State law requires one Planning Commission hearing, which was held on July 9, 2025, with a recommendation for approval by a 7:0 vote.

RECOMMENDATION

Request Board set the adoption hearing date for August 19, 2025, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Aleya Inglima, Planner II

Land Development Division

863-534-6764

AleyaInglima@polk-county.net <mailto:AleyaInglima@polk-county.net>

Polk County

Board of County Commissioners

Agenda Item R.7. 8/5/2025

SUBJECT

SET HEARING: (LDCD-2025-2 Lake Daisy Sub-District) to consider the adoption of a Sub-District Change to change 3.9 +/- acres from Residential-Low-1 (RL-1) to Residential-Low-4 (RL-4) in the Transit Supportive Development Area (TSDA). This case is related to LDCPAS-2025-8. The suggested adoption hearing date is August 19, 2025, at 9:15 a.m.

DESCRIPTION

This is a county-initiated request for property located south of Lake Daisy, North of Lake Daisy Dr, West of Lake Daisy Loop, southwest of the city of Winter Haven in Section 6, Township 29, Range 27. State law requires one Planning Commission hearing, which was held on July 9, 2025, with a recommendation for approval by a 7:0 vote.

RECOMMENDATION

Request Board set the adoption hearing date for August 19, 2025, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Aleya Inglima, Planner II

Land Development Division

863-534-6764

AleyaInglima@polk-county.net <mailto:AleyaInglima@polk-county.net>

Agenda Item R.8. 8/5/2025

SUBJECT

RE-SET HEARING: (LDCPAL-2024-19 Minute Maid Rd Ramp 1 CPA) to consider the adoption of a Large-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 3.2+/- acres from Residential High (RHX) to Tourism Commercial Center (TCCX) in the Transit Supportive Development Area (TSDA). The suggested adoption hearing date is August 19, 2025, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property south of Interstate 4, west of US Highway 27, north of Holly Hill Grove Road 3, east of FDC Grove Road, and east of Haines City, in Section 19, Township 26, Range. State law requires one Planning Commission hearing, which was held April 2, 2025, with a recommendation of approval by a 7:0 vote.

RECOMMENDATION

Request Board set the adoption hearing date for August 19, 2025, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Johnathan Sims, MPA, Planner II

Land Development Division

863-534-7515

JohnathanSims@polk-county.net

Agenda Item R.9. 8/5/2025

SUBJECT

Fulton Green Road Infrastructure Agreement (Cash reimbursement not to exceed $135,605.58).

DESCRIPTION

This is a request to enter into an Infrastructure Agreement for improvement to Fulton Green Road between LGI Homes-Florida, LLC (Developer) and Polk County. The Developer has received approval to build a 210 single-family home subdivision known as Fulton Meadows which will require direct access to Fulton Green Road. Fulton Green Road is a local residential road currently maintained by Polk County and programmed to be repaved. The Developer has agreed to make additional improvements to the easternmost 800 feet of Fulton Green Road, which consists of reconstructing the roadway base at a cost not to exceed $135,605.58. This agreement will allow for these improvements to be made more rapidly and at a reduced cost to the county.

RECOMMENDATION

Request approval of the Fulton Green Road Infrastructure Agreement.

FISCAL IMPACT

The County agrees to reimburse the Developer (in cash) for actual costs incurred for the roadway improvement at a cost not to exceed $135,605.58. Funding for this project is available via Transportation Millage Fund 14971.540152101 (Project 5400001).

CONTACT INFORMATION

Thado N. Hays, CPM

Concurrency & Entitlements Manager

Thadohays@polk-county.net <mailto:Thadohays@polk-county.net>

This Instrument Prepared By:
Sandra B. Howard, Esq.
Polk County Attorney's Office
330 W. Church St.,
Bartow, FL 33830

INFRASTRUCTURE AGREEMENT
FOR
FULTON GREEN ROAD

This INFRASTRUCTURE AGREEMENT (the "**AGREEMENT**") is made and entered into on the Effective Date (as defined in Section 9, below), by and between **LGI HOMES-FLORIDA, LLC**, whose address is 17425 Bridge Hill Ct. Suite 101, Tampa, FL 33647, Florida (hereinafter referred to as "**DEVELOPER**"), its successors in title and assigns, and POLK COUNTY, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 (hereinafter referred to as "**COUNTY**"). DEVELOPER and COUNTY are hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Fulton Green Road is a public roadway owned and maintained by COUNTY for public use; and

WHEREAS, LGI HOMES-FLORIDA, LLC is the owner and developer of certain real property ("Fulton Meadows") located in Polk County, Florida, described and depicted on the attached Exhibit "A," which is adjacent to and has access to Fulton Green Road; and

WHEREAS, Fulton Meadows is currently situated within the boundaries of POLK COUNTY, located between Fulton Green Road and Fox Lake Drive; and

WHEREAS, COUNTY has approved 210 Single Family Residential Units within Fulton Meadows, which requires access to Fulton Green Road; and

WHEREAS, DEVELOPER proposes to construct certain roadway and access improvements to the County Road system and provide access to Fulton Meadows; and

WHEREAS, the COUNTY laws and policies governing access to the County road system at the time of the execution of this Agreement are referenced in Chapter 7 of the Polk County Land Development Code (LDC); and

WHEREAS, the Parties desire to enter into this Agreement to establish the respective rights and obligations of DEVELOPER and COUNTY in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises hereof, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

RECITALS AND AGREEMENT CONDITIONS

1. **Recitals.** The Recitals stated above are an integral part of this AGREEMENT and are incorporated herein by reference as if fully set forth herein.

2. **Construction**

2.1 DEVELOPER shall design, engineer, permit, and construct roadway improvements in accordance with the approved plans incorporated into this AGREEMENT as Exhibit "B" (the "**Roadway Improvements**"). DEVELOPER shall bear the full responsibility for payment of all financial obligations for the Roadway Improvements, including design and permitting costs. The Roadway Improvements include, without limitation, the following:

A. Roadway repairs consisting of reconstructing the roadway base for the easternmost 800 ft of Fulton Green Road. This includes removal of existing roadway base material and installing a minimum 9-inch thick roadway base consisting of crushed concrete material. COUNTY is reimbursing the DEVELOPER only for costs related to reconstructing the roadway base, as Fulton Green Road was programmed to be repaved as part of the Fulton Meadows subdivision project.

B. Constructing all associated infrastructure, including, without limitation, existing roadway base demolition and removal, roadway construction and site grading.

2.2 All construction activities and completed improvements must be inspected by the COUNTY prior to acceptance and ownership.

3. **Plans, Specifications, and Permits**

3.1. Prior to construction of the Roadway Improvements, DEVELOPER shall be responsible for preparing and submitting to the COUNTY plans and specifications for the Roadway Improvements ("**Plans and Specifications**"). The COUNTY will review the Plans and Specifications and will advise DEVELOPER in writing of any proposed changes to the Plans and Specifications within thirty (30) days of submission by DEVELOPER. Any resubmittals of the Plans and Specifications as a result of changes required by the COUNTY shall be reviewed and responded to by the COUNTY within twenty (20) days after such resubmittal by DEVELOPER. Once approved, the final Plans and Specifications

shall become a material part of this AGREEMENT and shall be used by DEVELOPER to obtain bids for construction of the Roadway Improvements.

3.2. The Plans and Specifications for the Roadway Improvements may be modified through the mutual agreement of DEVELOPER and the COUNTY through the permitting processes, and by change order as actual construction of the Roadway Improvements progresses. Proposed modifications will be provided by DEVELOPER to the COUNTY for review. To be effective and binding against the COUNTY, however, any and all such modifications and change orders must be in writing, executed by the COUNTY and DEVELOPER.

3.3 DEVELOPER shall design and construct the Roadway Improvements in a manner sufficient to satisfy the applicable government permitting requirements. It will be the responsibility of DEVELOPER to obtain any permits from any other governmental entity required for the construction of the Roadway Improvements.

3.4 It will be the responsibility of DEVELOPER, at DEVELOPER'S expense, to obtain any and all environmental survey, environmental permits, and environmental mitigation for the Roadway Improvements, if necessary.

4. Construction of Roadway Improvements

4.1 DEVELOPER agrees to use a competitive bidding process in retaining a contractor to construct the Roadway Improvements. The COUNTY will have the right to review the competitive bidding process utilized by DEVELOPER and shall additionally have the right to review all bids received. In the event that the COUNTY reasonably determines that the bidding process is insufficient or that the proposed number of construction days to complete the Roadway Improvements is not reasonable, the COUNTY may require DEVELOPER to reject all bids and re-bid all or a portion thereof as applicable. If DEVELOPER refuses to reject the bids and re-bid, the COUNTY shall have the option to terminate this AGREEMENT including terminating any obligation of the COUNTY to reimburse or provide Credits to DEVELOPER. After receipt of responsive bids, DEVELOPER shall select the lowest priced responsive and responsible bidder, notify the COUNTY of the bidder selected, and enter into a Contract for Construction of the Improvements (the "**Construction Contract**") with the selected contractor. Upon execution of a final Construction Contract, DEVELOPER will provide a copy of the Construction Contract to the COUNTY Roads and Drainage Department.

4.2. DEVELOPER shall not begin construction on the Roadway Improvements until a written Notice to Proceed has been provided to DEVELOPER which shall not be unreasonably withheld, conditioned or delayed.

4.3. Prior to the commencement of construction and after the written Notice to Proceed has been provided to DEVELOPER, DEVELOPER shall schedule, notice, and attend a pre-construction conference with DEVELOPER'S engineer, DEVELOPER'S contractor, COUNTY Roads and Drainage Department, and all involved utility companies. The

DEVELOPER agrees to provide notice of the meeting at least seven (7) days in advance of such meeting so as to allow the relevant parties and entities to attend.

4.4 The COUNTY may periodically inspect and monitor the work site during construction of the Roadway Improvements. If, during construction, the COUNTY finds the work, materials, or equipment are defective, the COUNTY will give DEVELOPER written notice of the defect and DEVELOPER agrees to correct the defective condition, if commercially reasonable, within thirty (30) days of DEVELOPER'S receipt of such notice. If DEVELOPER fails to correct the deficiency the COUNTY may take any action necessary on DEVELOPER'S behalf, including correcting the deficiency, removing deficiencies, or utilizing COUNTY'S contractor to complete the work.

4.5 Upon completion of the work in accordance with the Plans and Specifications, DEVELOPER shall furnish a set of record drawings certified by the Engineer of Record that the Roadway Improvements have been completed in general conformance with the Plans and Specifications, as the same may be modified in accordance with the terms of this AGREEMENT. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that to the best of their knowledge, information and belief all materials entering into the work are in general conformance with the plans, or otherwise conform to or meet generally accepted professional practices. DEVELOPER shall also prepare and submit, at its cost, any required certifications to permitting agencies. In addition, DEVELOPER shall, at such time, provide the COUNTY with copies of records from the Transportation Improvement Project as each may request, including, but not limited to, Engineer of Record sealed Record Drawings.

4.6 The Roadway Improvements shall be completed within one year of the Effective Date, unless a later date is mutually agreed to by the parties, which agreement shall not be unreasonably withheld. DEVELOPER shall provide the COUNTY a monthly construction management status report during the term of this AGREEMENT. Upon completion of the Roadway Improvements, DEVELOPER shall notify the COUNTY, in writing, of the completed construction, so that the construction and improvements may be inspected for final acceptance, approval and ownership of the COUNTY.

5. Reimbursement

5.1 COUNTY and DEVELOPER have estimated the total costs for the Roadway Improvements to be $135,605.58.

5.2 COUNTY shall reimburse DEVELOPER in cash up to a maximum amount not to exceed $135,605.58 for the Roadway Improvements.

5.3 DEVELOPER shall submit invoices to the COUNTY with backup documentation justifying the request for payment on the invoice, including, without limitation, detailed construction costs, copies of payments to the contractor and subcontractors, release of liens, etc. Upon receipt of an invoice, COUNTY shall review the invoice and may request any additional documentation that is needed to ensure that the invoice is complete. Once the

COUNTY determines the invoice and backup documentation to be complete, the COUNTY shall have 45 days submit payment to DEVELOPER (See Exhibit "D").

6 **Completion; Ownership**

6.1 Upon completion of the Roadway Improvements, DEVELOPER shall submit all construction and financial information necessary to ensure that Roadway Improvements have been properly constructed in accordance with COUNTY standards and all the contractors and subcontractors have been paid in full. Such documentation shall include, without limitation, acceptable "as-built" drawings, detailed construction costs and invoices, copies of payments to the contractor, release of liens, etc. Additionally, this written documentation shall be in accordance with the requirements of the approval given by COUNTY for the FULTON MEADOWS. Upon receipt of all such documentation, COUNTY shall have 30 days to review this documentation to ensure that it is complete; and may request any additional documentation that is needed. Once the documents have been determined to be complete, the documents for the Roadway Improvements will be presented to the COUNTY for acceptance and ownership.

6.2 It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this Agreement shall become the property of COUNTY. Neither granting of the permission to use COUNTY right of way nor the placing of facilities upon COUNTY property shall operate to create or vest any property right to or in the DEVELOPER. The DEVELOPER shall not acquire any right, title, interest or estate in COUNTY right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, without limitation, the DEVELOPER'S use, occupancy or possession of COUNTY right of way.

7 **Warranty Period** DEVELOPER shall warrant the Roadway Improvements from any and all defects for a period of one year from the date in which COUNTY accepts these improvements for ownership and maintenance through a written instrument acceptable to the COUNTY. If the warranty period has not been completed prior to the expiration of this Agreement, the warranty period shall survive the expiration and shall continue until the one-year period is completed.

8 **Notices** Whenever either party desires to give notice to the other, it must be given by written notice delivered: (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 8. For the present, the parties designate the following as the respective places for giving of notice:

Notice to COUNTY shall be:

County Manager
Polk County Board of County Commissioners
330 West Church Street
Bartow, FL 33830

with a copy to:
County Attorney
Polk County Board of County Commissioners
330 West Church Street
Bartow, FL 33830

Polk County Office of Planning and Development
ATT: Concurrency & Entitlements Manager
330 West Church Street
Bartow, FL 33830

Polk County Roads & Drainage Division
ATT: Roads & Drainage Director
3000 Sheffield Road
Winter Haven, FL 33880

Notice to DEVELOPER shall be:

Attn: Garth Noble, Vice President of Land Development
LGI HOMES-FLORIDA, LLC
17425 Bridge hill Ct. Suite 101
Tampa, FL 33647

9 **Effective Date** The Effective Date of this Agreement shall be the date in which COUNTY executes this AGREEMENT.

10 **Expiration** This AGREEMENT shall automatically expire 30 days after COUNTY has issued the reimbursement to DEVELOPER for the roadway improvements. The date on the COUNTY check shall be the date in which the 30-day time period begins.

11 **Default and Remedy** If either Party materially defaults in its obligations under this AGREEMENT and fails to cure the same within thirty (30) days after the date the Party receives written notice of the default from the other non-defaulting Party, then the non-defaulting Party shall have the right to (i) immediately terminate this AGREEMENT by

delivering written notice to the materially defaulting Party, and (ii) pursue any and all remedies available in law, equity, and under this AGREEMENT.

12 **Termination** COUNTY may terminate this Agreement, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of the DEVELOPER to fulfill its obligations under this Agreement, subject to the cure period set forth in Section 11, by delivering written notice to the DEVELOPER. Upon receipt of such notice, DEVELOPER shall:

12.1 Immediately discontinue construction of all affected Roadway Improvements unless the notice directs otherwise; and

12.2 Deliver to COUNTY all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the DEVELOPER in performing this Agreement, whether completed or in process.

12.3 Unless in dispute or subject to COUNTY'S right of set-off or other remedy, DEVELOPER shall be paid for the construction of Roadway Improvements actually rendered through the date of termination.

12.4 The rights and remedies of COUNTY provided for in this Section 12 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

13 **Limitation of Liability** IN NO EVENT, SHALL COUNTY BE LIABLE TO DEVELOPER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

14 **Indemnification** DEVELOPER shall indemnify, defend (by counsel reasonably acceptable to COUNTY), protect and hold harmless COUNTY and its officers, employees and agents from and against any and all claims, demands, actions, causes of action, suits, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) arising out of or resulting from the design, permitting and installation of the Roadway Improvements that are caused in whole or in part by an act or omission of DEVELOPER, its engineers, designers, contractors, subcontractors, material suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The provisions of this Section 14 shall survive the expiration or earlier termination of this AGREEMENT.

15 **Insurance**

15.1. DEVELOPER shall maintain or cause its agents and contractors who participate in the design, permitting and installation of the Roadway Improvements to acquire and maintain, Professional Liability Insurance in the amount of $2,000,000.00 per occurrence, exclusive of defense costs, and the Commercial General Liability, Comprehensive Auto Liability, and Workers Compensation coverages stated in Section 15.2., below.

15.2. DEVELOPER shall maintain or cause its agents and contractors who participate in the design, permitting and installation of the Roadway Improvements to acquire and maintain the following types of insurance with at least the following minimum limits of liability: Commercial General Liability: $2,000,000.00 per occurrence; Comprehensive Automobile Liability $1,000,000.00 per occurrence; and Workers Compensation Statutory Limits; and Employers Liability $1,000,000.00.

15.3. All insurance must be provided by a carrier licensed to do business in the State of Florida having an A.M. Best rating of at least the "A" category and size category of VIII. COUNTY shall be named as an additional insured on General Liability and Automobile Liability policies. The General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of COUNTY.

15.4. DEVELOPER shall provide COUNTY original Certificates of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. COUNTY must be identified on the Certificates as follows: "Polk County, a political subdivision of the State of Florida."

16 **Waiver** A waiver by either Party of any breach of this AGREEMENT shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either Party with the knowledge of the other party's existing default or breach of this AGREEMENT shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

17 **Release** For and in consideration of the mutual agreements set forth herein, the DEVELOPER agrees the terms and conditions of this AGREEMENT are reasonable under the totality of the circumstances, and DEVELOPER for itself, and on behalf of its successors, assigns or trustees, and anyone claiming by, through, or under any of them, do hereby fully waive, release and forever discharge the COUNTY from and against any claims for inverse condemnation, regulatory takings, U.S.C. Section 1983, or claims under Chapter 70, Florida Statutes, arising out of or resulting from the terms and conditions hereof. DEVELOPER acknowledges and agrees that its agreement to this release is a material inducement to the COUNTY to enter into

this AGREEMENT. The Parties agree that this release is to the specific causes of action listed and not be deemed a release of any non-listed causes of action to which the DEVELOPER may be entitled.

18 **Attorney's Fees and Cost** Except as noted in Section 14 above, each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this AGREEMENT, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

19 **Recordation** Within fourteen (14) days after the Parties execute this Agreement, the COUNTY shall record this AGREEMENT in the Public Records of Polk County, Florida. If this AGREEMENT is amended, canceled, modified, or extended, the COUNTY shall also record such action in the public records of Polk County.

20 **Modification** This AGREEMENT may only be modified by a written amendment properly executed by the Parties. No oral modifications will be effective or binding.

21 **Integration** This AGREEMENT sets forth the entire agreement between the Parties with respect to its subject matter and that there are no promises or understandings other than those stated herein.

22 **Counterparts** This AGREEMENT may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

23 **Attachments** All attachments or exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

24 **Governing Law; Venue** This Agreement and the rights and obligations of the Parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the ordinances, rules and regulations of Polk County including, but not limited to the Polk County Comprehensive Plan, Land Development Code and Utility Code, and any amendments thereto in effect as of the Effective Date of this Agreement. The Parties hereby consent to the sole and exclusive jurisdiction and venue for any action relating to the construction, interpretation, or enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida.

25 **Binding Effect; Assignment** This Agreement shall be binding upon and inure to the benefit of all successors and/or assigns of the Parties hereto. DEVELOPER may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of COUNTY. COUNTY has the sole discretion and authority to grant or deny proposed assignments, with or without cause.

26 **Days** The term days in this Agreement shall mean calendar days, unless otherwise so noted. If a date for performance falls on a Saturday, Sunday or legal State of Florida or federal holiday, the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday or legal holiday.

27 **Severability** If any section, phrase, sentence or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

28 **Public Records** In accordance with Section 119.0701, Florida Statutes, DEVELOPER (the "Contractor" for purposes of this section) agrees to comply with the following public records laws:

(a) The Contractor acknowledges the COUNTY'S obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this AGREEMENT. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this AGREEMENT. In association with its performance pursuant to this AGREEMENT, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the COUNTY to perform the services required under this AGREEMENT;

(2) upon request from the COUNTY'S Custodian of Public Records or his/her designee, 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;

(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 term of this AGREEMENT and following completion of this AGREEMENT if the Contractor does not transfer the records to the COUNTY; and

(4) upon completion of this AGREEMENT, 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 COUNTY upon completion of this

AGREEMENT, 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 this AGREEMENT, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY.

(c) **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 COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

29. **Employment Eligibility Verification (E-Verify).**

29.1. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

29.2. Pursuant to Section 448.095(5), Florida Statutes, the DEVELOPER, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the DEVELOPER or subcontractor. The DEVELOPER acknowledges and agrees that (i) COUNTY and the DEVELOPER may not enter into this Agreement, and the DEVELOPER may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and COUNTY may treat a failure to comply as a material breach of this Agreement.

29.3. By entering into this Agreement, the DEVELOPER becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all

subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The DEVELOPER shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the DEVELOPER, the DEVELOPER may not be awarded a public contract for a period of 1 year after the date of termination. The DEVELOPER shall be liable for any additional costs incurred by COUNTY as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

30. **Letter of Credit.** Within sixty (60) days of the Effective Date, so long as DEVELOPER has not completed the Roadway Improvements and presented said improvements to COUNTY for its final inspection, acceptance, ownership and approval, in accordance with the terms of this Agreement, DEVELOPER shall provide an irrevocable standby Letter of Credit ("**LOC**") payable to COUNTY in the amount of one hundred ten percent (110%) of the cost to construct the Roadway Improvements, as stated in Exhibit "B." The LOC shall be issued by a financial institution qualified to do business in the State of Florida with a branch office in Polk County having normal banking business hours. The LOC's initial-expiration date must not be less than one year from the Effective Date of this AGREEMENT and must contain a provision for automatic renewal until the Roadway Improvements have been accepted for ownership and maintenance by COUNTY. COUNTY shall release the LOC upon DEVELOPER satisfactorily completing the Roadway Improvements and providing all record drawings to COUNTY. In the event DEVELOPER fails to complete the Roadway Improvements by the time specified in Section 4.6 above, COUNTY shall have the right but not the obligation to draw on the LOC.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

DULY PASSED AND ADOPTED BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS, THIS _____ DAY OF _____, 2025.

POLK COUNTY, a political subdivision of the state of Florida

(SEAL)

ATTEST:

By: _____
T.R. Wilson, Chairperson
Board of County Commissioners

Stacy M. Butterfield, County Clerk

By: _____
Deputy Clerk

Date: _____

Approved by County Attorney's Office
As To Form and Legal Sufficiency

By: _____

WITNESSES

Signature

Joshua Gilmore
Print Name

17425 Bridge Hill Ct #101
Address Tampa, FL 33647

Signature

Robert Sebesta
Print Name

17425 Bridge Hill Ct. #101
Address Tampa, FL 33647

LGI Homes-Florida, LLC
Company Name

Garth Noble/Vice President of Land Development
Name / Title

17425 Bridge Hill Ct. Suite 101, Tampa, FL 33647
Address

Date: 7/9/25

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument is hereby acknowledged before me this 9TH day of July, 2025, by **Garth Noble**, as **Vice President of Land Development of LGI Homes-Florida, LLC**, a limited liability company on behalf of said company by means of (✓) physical presence or ( ) online notarization (✓) who is personally known to me or ( ) who has produced a driver's license as identification.

NOTARY PUBLIC:

My Commission Expires: 1/26/2029

(Seal)

NOTARY PUBLIC STATE OF FLORIDA
Joshua Gilmore
My Commission HH 631186
Expires 1/26/2029

EXHIBIT LIST

Exhibit A – Legal Description

Exhibit B – Roadway Improvements

Exhibit C – Cost Estimate of Improvement

Exhibit D – County Reimbursement Requirements

Exhibit E – Human Trafficking Affidavit

Exhibit "A" – Legal Description

THE SOUTHWEST ¼ OF THE NORTHEAST ¼ **AND** THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, **LESS AND EXCEPT** ALL OF THAT CERTAIN PARCEL OF REAL PROPERTY CONTAINED IN THE PLAT OF "FOX LAKES" RECORDED IN PLAT BOOK 72, PAGE 49 PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TOGETHER WITH

THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, **LESS** THE NORTH 325 FEET OF THE EAST 148 FEET THEREOF AND **LESS** THE NORTH 30 FEET THEREOF.

Exhibit "B" – Roadway Improvements

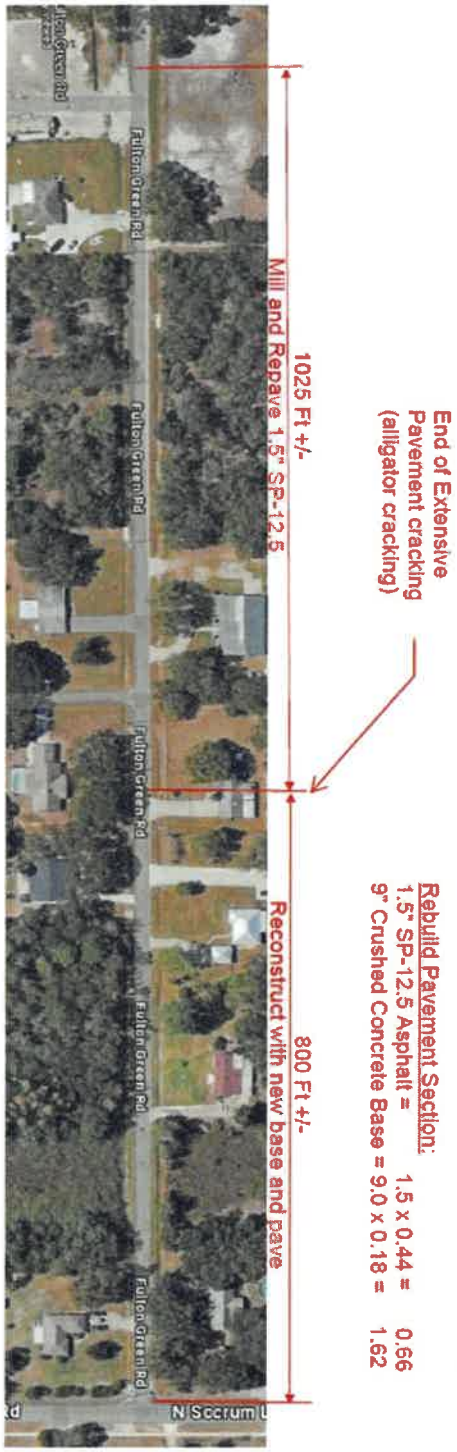


Exhibit "C" – Cost Estimate of Improvements

Description	Quantity	Unit	Unit Price	Amount
MIS ITEMS				
Maintenance of Traffic	1	LS	$ 14,500.00	$ 14,500.00
OFFSITE ROAD/BASE WORK				
Demo Asphalt & Base	1,640	SY	$ 24.00	$ 39,360.00
Fine Grade Subgrade	1640	SY	$ 2.50	$ 4,100.00
9" Concrete Fine Base	1640	SY	$ 34.27	$ 56,202.80
Prime & Sand	1640	SY	$ 1.00	$ 1,640.00
Hauloff	23	LD	$ 325.00	$ 7,475.00
			Total Estimate	$ **123,277.80**
			10% Contingency	$ 12,327.78
			Total Surety Amount	$ **135,605.58**

7-14-25

John R. Bannon, P.E. 84128
Wood & Associates Engineering, LLC CA#32508
1925 Bartow Rd, Lakeland, FL 338001

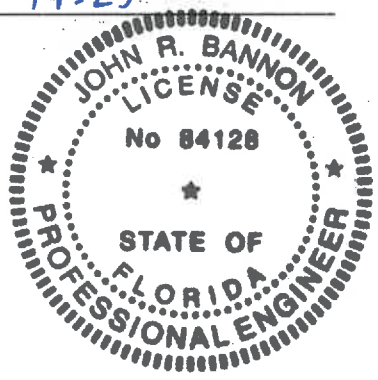


Exhibit "D" – County Reimbursement Requirements

COUNTY REIMBURSEMENT REQUIREMENTS

1. The DEVELOPER will be required to register with the County as a Vendor to allow for payment. Registration can take place as the following website:

   www.polk-county.net/business/procurement/vendor-information/

2. The DEVELOPER must submit pay requests that matches the fee schedule or exhibit that corresponds with agreement.

3. Back-up documentation must include copies of invoices or pay apps from contractor and or subcontractors.

4. The DEVELOPER must submit cleared payments. The County will only accept copy of cleared checks or bank statements as proof of payment. Any identifying bank information such as bank account numbers shall be blacked out prior to submission. If more than one invoice is paid out of one check or ACH transaction, the DEVELOPER shall provide an explanation that links the individual payments to the invoices being submitted i.e. via internal document or spreadsheet, so the payment is easily identifiable to the auditor.

5. The County has 45 days from receipt of pay request to make payment. If the pay request is returned due to errors or incomplete documentation, the 45 day clock will start over again from the date of resubmission.

6. Impact Fee Credits: If impact fee credits are included in the agreement, Roads and Drainage will initially review the pay application. Once review is complete, the pay application will be forwarded to the Office of Planning and Development Fiscal Manager for issuance of impact fee credits. For further information, the Office of Planning and Development Fiscal Manager can be reached at 863-534-6460.

   Any questions can be directed to the Roads and Drainage Fiscal Section by calling 863-535-2200 and ask for the Developer Agreement Reimbursement Coordinator.

Exhibit "E" – Human Trafficking Affidavit

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

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

2. I currently serve as an officer or representative of the Nongovernmental Entity.

3. The Nongovernmental Entity does not use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I **Garth Noble, Vice President of Land Development** (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true. Further Affiant sayeth naught.

_____

NONGOVERNMENTAL ENTITY

Garth Noble

SIGNATURE

Garth Noble

PRINT NAME

Vice President of Land Development, LGI Homes-Florida, LLC

TITLE

7/9/25

DATE

Agenda Item R.10. 8/5/2025

SUBJECT

Release a Irrevocable Letter of Credit No. 70005638 and replace with a new Irrevocable Letter of Credit No. 48715830470 for Cypress Sand Mine in the amount of $36,332.29. (No fiscal impact)

DESCRIPTION

This request is to accept a Performance Surety in the form of an Irrevocable Letter of Credit No. 48715830470 in the amount of $36,332.29. The Land Development Division has reviewed and recommends release and acceptance of this performance surety.

RECOMMENDATION

Request Board to release Irrevocable Letter of Credit No. 70005638 and replace with a new Irrevocable Letter of Credit No. 48715830470 for Cypress Sand Mine in the amount of $36,332.29.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

SUNTRUST

IRREVOCABLE STANDBY LETTER OF CREDIT 70005638

DATE: NOVEMBER 16, 2021

APPLICANT:
I-4 SAND COMPANY
200 WEST FORSYTH STREET
SUITE 1200
JACKSONVILLE, FL 32202

BENEFICIARY:
POLK COUNTY LAND DEVELOPMENT
DIVISION
330 WEST CHURCH STREET
BARTOW, FL 33831

FOR: USD 36,332.29 (US DOLLARS THIRTY SIX THOUSAND THREE HUNDRED THIRTY TWO AND 29/100)

DATE OF EXPIRATION: 11/1/2022
PLACE OF EXPIRATION: OUR COUNTERS

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. 70005638 IN YOUR FAVOR FOR ACCOUNT OF THE ABOVE-REFERENCED APPLICANT AVAILABLE BY YOUR DRAFTS DRAWN ON US PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF THE AMOUNT REFERENCED ABOVE WHEN ACCOMPANIED BY THIS LETTER OF CREDIT.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AN AMENDMENT FOR 12 MONTHS FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 30 DAYS PRIOR TO ANY EXPIRATION DATE WE SEND NOTICE TO YOU BY REGISTERED MAIL OR OVERNIGHT COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD. LETTER OF CREDIT NON-EXTENSION NOTICE SHALL BE SENT TO THE BENEFICIARY AT THE ADDRESS AS STATED ABOVE, OR AS AMENDED. REGARDLESS OF ABOVE, THIS LETTER OF CREDIT WILL NOT EXTEND BEYOND FINAL EXPIRY DATE OF NOVEMBER 01, 2062.

ALL DRAFTS MUST REFERENCE THIS NUMBER AND ISSUE DATE OF THIS CREDIT.

THIS LETTER OF CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 PUBLICATION 590.

WE HEREBY AGREE WITH YOU THAT ALL DRAFTS DRAWN IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION AND DELIVERY OF THE DOCUMENTS SPECIFIED ABOVE TO THE BELOW ADDRESS ON OR BEFORE NOVEMBER 01, 2022 OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE.

ALL DOCUMENTS ARE TO BE REMITTED TO:
TRUIST BANK
333 SOUTH GARLAND AVENUE
ORLANDO, FL 32801
ATTN: LETTERS OF CREDIT AND TRADE SERVICES
MAIL CODE: 803-05-03-35

SUNTRUST℠

PLEASE BE ADVISED THAT SUNTRUST BANK RECENTLY MERGED WITH AND INTO BRANCH BANKING AND TRUST COMPANY ("BB&T"), WHICH CHANGED ITS NAME TO TRUIST BANK; HOWEVER, UNTIL FURTHER NOTICE, ALL DOCUMENTS AND COMMUNICATIONS RELATED TO THIS LETTER OF CREDIT OR COLLECTION SHOULD CONTINUE TO BE SENT TO TRUIST BANK AT: LETTERS OF CREDIT AND TRADE SERVICES, 333 SOUTH GARLAND AVENUE, (MAIL CODE 803-05-03-35), ORLANDO, FL 32801.

PLEASE DIRECT ALL INQUIRIES TO TELEPHONE 800-951-7847.

SINCERELY,
TRUIST BANK

Aimee Maier
Assistant Vice President

AUTHORIZED SIGNATURE

Pinnacle℠

Credit Administration
205 Miller Springs Court
Franklin, TN 37064
(615) 744-3700

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 48715830470

Date: March 18, 2025

Beneficiary:
Polk County Land Development Division
330 W Church Street
Bartow, FL 33831

Applicant:
I-4 Sand Company LLC
10550 Deerwood Park Boulevard, Suite 420
Jacksonville, FL 32256

At the request of I-4 Sand Company LLC, we, "Pinnacle Bank, a Tennessee bank", hereby issue our irrevocable standby Letter of Credit Number 48715830470.

This credit expires on: February 10, 2026.

This credit is for an aggregate amount not to exceed a total of $36,332.29 United States Dollars.

This amount is available by the Beneficiary's draft(s) at sight drawn on Pinnacle Bank and accompanied by an affidavit by or on behalf of the Beneficiary containing the following statement, appropriately completed:

"The sum of $36,332.29 United States Dollars is due and owing to Polk County Land Development Division by I-4 Sand Company LLC."

Partial drawings are permitted under this Letter of Credit.

This Letter of Credit shall renew automatically for additional one-year periods from the present or any future expiration date unless thirty (30) days prior to such date, we shall notify you in writing by certified mail that we elect not to renew this Letter of Credit for such additional period. Upon receipt by you of such notice, you have the right to draw against the amount remaining under this Letter of Credit by presentation of your clean sight draft.

We hereby agree that all drafts drawn under and in compliance with the terms of this credit will be duly honored on delivery of documents as specified if presented at our counters on or before the expiration indicated above.

Drafts drawn under this credit must be endorsed, must contain the clause "Drawn under Pinnacle Bank Letter of Credit No. 48715830470, dated March 18, 2025" and must be accompanied by the documents specified in this credit and the original of this credit.

All documents to be presented to Pinnacle Bank, Attn: Letter of Credit Department, 205 Miller Springs Court, Franklin, TN 37064.

Except so far as otherwise expressly stated, this credit is subject to the Uniform Customs & Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600.

Bryan Taylor, SVP
Pinnacle Bank, a Tennessee bank

Credit Administration- Franklin
205 Miller Springs Court
Franklin, TN 37064

Agenda Item R.11. 8/5/2025

SUBJECT

Approve master agreement with Gurr Professional Services, Inc. for 3rd party review of phosphate land development applications. (Estimated $45,000.00 annual recurring expense)

DESCRIPTION

The Land Development Division requested Procurement to solicit proposals from qualified engineering firms to assist the County in third party reviews of land development applications and requests for mining/reclamation, manufacturing and other activities related to the Phosphate industry. The mining and manufacturing industry involving phosphate requires specialized engineering expertise (geotechnical and/or civil) in areas that are regulated by the County's Phosphate Mining Ordinance ("Ord. 88-19"), the Comprehensive Plan, and the Land Development Code.

Request for proposal (RFP) 25-294, 3rd Party Review of Phosphate Land Development Applications was issued, and one firm submitted a proposal. On May 20, 2025, the Board approve the Committee's selection and authorize staff to enter into contract negotiations with Gurr Professional Services, Inc.

Attached is the master service agreement that resulted from negotiations. The term of the agreement is for a five (5) year period.

RECOMMENDATION

Request Board approve master agreement with Gurr Professional Services, Inc. for RFP 25-294, 3rd Party Review of Phosphate Land Development Applications.

FISCAL IMPACT

Funding to offset the costs of the 3rd Party Review Phosphate Land Development Applications are provided by the applicant to the County based on a negotiated rate with Gurr Professional Services, Inc.

CONTACT INFORMATION

Tabatha Shirah
Procurement Analyst
(863) 534-5935
tabathashirah@polk-county.net

MASTER CONSULTING AGREEMENT

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, Gurr Professional Services, Inc.(the "Consultant") a Florida Profit Corporation, located at 135 Van Fleet Court, Auburndale FL 33823 , and whose Federal Employer Identification Number is: 59-3403242.

WHEREAS, County requires certain professional engineering services to assist the County in third party reviews of land development applications and requests for mining/ reclamation, manufacturing and other activities related to the phosphate industry; and

WHEREAS, the County has solicited for these services via RFP 25-294, an advertised request for proposals (the "RFP"), and has received one proposal thereto; and

WHEREAS, pursuant to the RFP, the County has selected the Consultant and the Consultant remains agreeable to providing the County the professional services described herein, and the Consultant represents that it is capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the parties hereby agree, as follows:

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the County (the "Effective Date").

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Services to Be Performed by Consultant**

2.1 Consultant shall perform the services as generally described in Exhibit A (i) the County's Request for Proposals RFP 25-294, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, Exhibit A (i) and (ii) are "RFP 25-294") all of which are incorporated into this Agreement by this reference, attached hereto as

a composite Exhibit “A” and made a part of this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the “Services”). Such authorization will be referred to as a Work Authorization (“WA”) and all provisions of this Agreement apply to the WA with full force and effect as if appearing in full within each WA. Each WA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages (if applicable) and completion date, and shall become effective upon the due execution.

2.2 The Consultant is not authorized to undertake any project without a duly executed WA and purchase order, which shall specify the work to be performed and the time to be completed. 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.

2.3 When the Consultant and the County enter into a WA where the term of the WA expires on a date that is later than the date that the Master Consulting Agreement (MCA) expires, the Consultant and the County agree that the terms of the MCA and any amendments, attachments or provisions thereof are automatically extended until the expiration (including any extension or amendment thereto) or full completion of the requirements of the WA have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the WA shall cause the terms of the MCA to terminate at the same time. This provision only applies when the expiration of the WA extends beyond the expiration of the MCA. It does not apply when a WA expires or is cancelled prior to the expiration of the MCA.

3.0 **Compensation**

3.1 General

3.1.1 County shall pay Consultant in accordance with Exhibit “B”, "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant

to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.2 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written Amendment to the Master Consulting Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for Work Authorizations in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual Work Authorization.

3.1.4 In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Fee Schedule. The Fee Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.5 Invoices must reference the applicable Work Authorization number, using an invoice form approved by the County Auditor.

3.1.6 Work Authorizations: The County will issue a Work Authorization to the Consultant stating the specific scope of services, time schedule, and negotiated compensation (either a lump-sum or a not-to-exceed amount) based on the Consultant's hourly rates set forth in Exhibit "B" (the "Fee Schedule") attached hereto and incorporated herein by reference. All provisions of this Agreement shall apply to any Work Authorization issued hereunder with full force and effect. Each Work Authorization shall become effective upon due execution and issuance of a purchase order. Work Authorizations greater than $100,000 must be approved by the County Manager or designee prior to a purchase order being issued for the services. These Work Authorizations must also include a history of cumulative spend for all prior work authorizations executed under this Agreement.

3.1.7 The Consultant shall invoice the County monthly for the Project Services rendered as outlined in Exhibit "A". All such invoices shall be based upon the

percentage of work completed for each Task/Milestone Item, as set forth on the Work Authorization, for the preceding month. Each invoice shall include a description of work performed or milestone achieved. No invoices shall be issued or paid for services that have not been performed.

3.1.8 The Consultant acknowledges and agrees that the Fee Schedule shown on Exhibit “B” identifies all Consultant job classifications which will perform billable services pursuant to this Agreement, and the fee for each job classification, along with all equipment, materials, and supplies necessary in the performance of the Services. The County shall not be obligated to pay the Consultant (i) for any Services performed by individuals whose job classifications are not listed on the Fee Schedule, or (ii) for the cost of any equipment, material, or supplies not listed on the Fee Schedule that the Consultant may use in performing the Services.

3.1.9 Each invoice shall be due and payable forty-five (45) days after the date the County receives a correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered to:

Polk County Land Development
330 West Church Street
Bartow, FL 33813

3.1.10 The Consultant will clearly state "Final Invoice" on the Consultant’s final/last billing for the Services rendered to the County. The Consultant’s submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County’s receipt of a Final Invoice. The Consultant hereby waives any charges not properly included on its Final Invoice.

3.1.11 The County’s payment of a Final Invoice shall not constitute evidence of the County’s acceptance of the Consultant’s performance of the Services or its acceptance of any of the Consultant’s Project work.

3.1.12 Pursuant to Section 3.1.3, if a not to exceed fee is negotiated for any Work Authorization for additional related services, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work

in proportion to the services performed, as specifically set forth in the applicable Work Authorization. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction.

3.1.13 By its submission of an invoice, the Consultant's project manager or designated payroll officer shall be deemed to be attesting to the correctness and accuracy of all fees, time charges and requested reimbursements stated in such invoice.

3.1.14 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

3.2 Reimbursable Expenses

3.2.1 When a not to exceed price is negotiated for a Work Authorization, all Consultant requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement. The Consultant's request for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County Auditor. To qualify for reimbursement, the Consultant's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses the Consultant incurred directly in connection with the performance of the Services performed in accordance with this Agreement:

Overnight Deliveries
Reproduction
Sub-Consultant

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes, and County policy for pre-approved out-of-county travel.

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses

become the property of the County upon completion of any work for which the asset was utilized. All such assets must be surrendered by delivery to the Land Development Division immediately upon demand following the expiration or earlier termination of the Agreement., or (iii) the conclusion of the applicable Project, whichever occurs first.

3.2.5 Consultant shall maintain a current inventory of all such assets.

3.2.6 No Reimbursable Expenses shall be permitted or paid for the Consultant's performance of the Project Services or for any Work Authorizations negotiated as a lump-sum payment.

4.0 **Insurance**

4.1 General Provisions

4.1.1 Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences.

4.1.2 The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The Commercial General Liability and Worker's Compensation Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the County.

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

4.1.5 County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to do so and if the

County shall do so, it shall not relieve Consultant of its obligation to obtain insurance.

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

4.1.7 All Consultants' subconsultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

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

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

4.2 Comprehensive Automobile Liability Insurance. $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.

4.3 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, including the following coverages:

4.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

4.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

4.4 Professional Liability Insurance. $2,000,000.00 for design errors and

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

4.5 Performance, Payment and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the WA for the project.

4.6 Worker's Compensation. The Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 **Standard of Care**

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

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

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

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

6.0 **Indemnification**

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

6.2 Indemnification.

6.2.1 Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable 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 or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, its subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

6.2.2 County review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

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

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

7.0 **Independent Contractor**

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

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

7.3 Consultant shall work closely with County in performing Services under this Agreement.

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

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

8.0 **Authority to Practice**

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

9.0 **Public Records Law**

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, 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;

(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 term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all

public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT 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 COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

10.0 **Compliance with Laws**

10.1 In performance of the Services, Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted.

11.0 **Subcontracting**

11.1 The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

11.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a Subcontactor to timely or properly perform its obligations shall not

relieve Consultant of its obligations hereunder.

12.0 **Federal and State Taxes**

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

13.0 **Public Entity Crimes**

13.1 The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

14.0 **County's Responsibilities**

14.1 County shall be responsible for providing access to all County project sites, and providing information in the County's possession that may reasonably be required by Consultant, including; existing reports, studies, financial information, and other required data that are available in the files of the County.

15.0 **Termination of Agreement**

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

15.2 This Agreement may be terminated by the County with or without cause immediately upon written notice to the Consultant.

15.3 Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination.

15.4 After receipt of a Termination Notice, as described in this Article 15.0, and except as otherwise directed by the County, the Consultant shall:

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

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

15.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

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

16.0 **Uncontrollable Forces (Force Majeure)**

16.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by

the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

17.0 **Governing Law and Venue**

17.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fee and other legal costs and expenses.

18.0 **Non-Discrimination**

18.1 The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

19.0 **Waiver**

19.1 A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.0 **Severability**

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

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

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

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

21.0 **Entirety of Agreement**

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

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

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

22.0 **Modification**

22.1 This Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

23.0 **Successors and Assigns**

23.1 County and Consultant each binds itself and its partners, successors, permitted assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, permitted assigns, and legal representatives of such other party.

23.2 Consultant shall not assign this Agreement without the express written approval of the County by executed amendment, which approval may be withheld in the County's sole discretion.

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

24.0 **Contingent Fees**

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

25.0 **Truth-In-Negotiation Certificate**

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

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

year following payment.

26.0 **Ownership of Documents**

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

27.0 **Access and Audits**

27.1 Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

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

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

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

28.0 **Notice**

28.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified

Mail, postage prepaid as follows:

As to County: Polk County Land Development Division
330 W. Church Street, Bartow, FL 33830
Attention: Division Director

As to Consultant: Gurr Professional Services, Inc.
135 Van Fleet Court
Auburndale, Fl 33823

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

28.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

29.0 **Service of Process**

As to Consultant: Gurr Professional Services, Inc.
135 Van Fleet Court
Auburndale, Fl 33823

As to County: Polk County Land Development Division
330 W. Church Street, Bartow, FL 33830
Attention: Division Director

30.0 **Contract Administration**

30.1 Services of Consultant shall be under the general direction of the Land Development Representative, or their successor, who shall act as the County's representative during the term of this Agreement.

31.0 **Key Personnel**

31.1 Consultant shall notify County in the event of key personnel changes,

which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at County's request shall remove without consequence to the County any 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: T.M. Gurr

Name: Annette P. Gurr

Name: D.H. Saxena

Name: Timothy C. Gurr

Name: David M. Gurr

32.0. **Annual Appropriations**

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

33.0 **Liquidated Damages**

33.1 The parties hereto agree that liquidated damages, in the amount specified in the applicable Work Authorization will be assessed against the Consultant for Consultant's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to Consultant's fault in causing the delay as compared to other causes, and to the extent the Consultant is not delayed by reasons beyond Consultant's reasonable control.

34.0 Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

35.0 Limitation of Liability.

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

36.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

37. No Construction Against Drafter

37.1 The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall

not apply in interpreting this Agreement.

38. Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD

Polk County, a political subdivision of the State of Florida

By:_____
Deputy Clerk

By:_____
T.R. Wilson, Chairman
Board of County Commissioners

Date Signed by County:_____

Review as to form and legal sufficiency

Vanderwilder 7/22/25
County Attorney's Office Date

ATTEST:

Gurr Professional Services, Inc.
a Florida Profit Corporation

By: Annette P. Gurr
Corporate Secretary

By: Theodore M. Gurr

Annette P. Gurr
[Print Name]

Theodore M. Gurr
[Print Name]

DATE: 7/23/2025

Vice President
[Title]

DATE: 7/23/2025

SEAL

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 23rd July 2025 (Date) by Theodore Gurr (Name of officer or agent) as Vice President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☑ has produced Fl. Drivers License as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 23rd July 2025 (Date) Amanda Williams (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date Sept. 30, 2025

NOTARY PUBLIC

AMANDA WILLIAMS
Notary Public, State of Florida
Commission# HH 180907
My comm. expires Sept. 30, 2025

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-294 3rd Party Review of Phosphate Land Development Applications

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT 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 THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Gurr Professional Services, Inc.

Signature: T. M. Gurr

Title: Vice President

Date: July 23, 2025

State of: Florida

County of: Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23rd day of July, 2025 by Theodore M. Gurr (*name*) as Vice President (*title of officer*) of Gurr Professional Services (*entity name*), on behalf of the company, who ☐ is personally known to me or ☑ has produced FL Driver's License as identification.

Notary Public Signature: Amanda Williams

Printed Name of Notary Public: Amanda Williams

Notary Commission Number and Expiration: 9-30-25

(AFFIX NOTARY SEAL)

NOTARY PUBLIC

AMANDA WILLIAMS
Notary Public, State of Florida
Commission# HH 180907
My comm. expires Sept. 30, 2025

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

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

2. I currently serve as an officer or representative of the Nongovernmental Entity.

3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Annette P. Gurr, President (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Gurr Professional Services, Inc.
NONGOVERNMENTAL ENTITY

Annette P Gurr
SIGNATURE

Annette P. Gurr
PRINT NAME

President
TITLE

7/23/2025
DATE

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing professional services of several qualified engineers and consultant teams to work under a continuing services agreement as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 25-294, 3rd Party Review of Phosphate Land Development Applications

Description: The purpose of this Request for Proposals is to assist the County in third party reviews of land development applications and requests for mining/ reclamation, manufacturing and other activities related to the phosphate industry.

Receiving Period: Prior to 2:00 p.m., Wednesday, April 9, 2025

Bid Opening: Wednesday, April 9, 2025 at 2:00 p.m. or as soon as possible thereafter.

Special Instructions: To obtain a copy of Ordinance 88-19 please visit the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**RFP 25-294, RFP Attachments**", select "Open" or "Save As" to download the proposal documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polk-county.net.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Procurement Analyst, via email at tabathashirah@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Wednesday, March 26, 2025, 4:00 p.m.

RFP REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Polk County Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 25-294

RFP Title: 3rd Party Review of Phosphate Land Development Applications

This form is for RFP registration. Please scroll down for additional information.

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #25-294, 3rd Party Review of Phosphate Land Development Applications” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	25-294
RFP Title	3rd Party Review of Phosphate Land Development Applications
Due Date/Time:	April 9, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email tabathashirah@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab (if applicable). Please use the name convention of your files as follow:

"RFP 25-294 Tab 1"

"RFP 25-294 Tab 2"

"RFP 25-294 Tab 3"

"RFP 25-294 Tab 4"

"RFP 25-294 Tab 5"

"RFP 25-294 Tab 6"

"RFP 25-294 Tab 7"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polk-county.net.

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 25-294
3RD PARTY REVIEW OF PHOSPHATE LAND DEVELOPMENT APPLICATIONS

Sealed proposals will be received in the Procurement Division, **Wednesday, April 9, 2025, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at https://www.polk-county.net/business/procurement/. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, via email at tabathashirah@polk-county.net or via fax at (863) 534-6789. All questions must be received by March 26, 2025, 4:00 p.m.

Proposers and any prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of a contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks professional engineering services for 3rd Party Review of Phosphate Land Development Applications as further defined in the Scope of Services below.

Polk County's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA"). The Professional Services Selection Committee will review the qualifications of all submitting firms.

It is the intent of the County to select and negotiate a Master Consulting Agreement with one (1) or more engineering firm(s).

The County will negotiate a fee schedule as part of "Selection Process", Elevation Level 4 Contract Negotiations.

Services under this contract will be in compliance with Section 287.055 of the Florida Statutes referred to as the "Consultants' Competitive Negotiation Act" (CCNA). Polk County's Procurement Procedure's Manual outlines the Procedures for Contracting for Professional Services Covered by CCNA. These procedures outline the process used for the selection of a consulting firm awarded through this RFP process.

The Successful Proposer must register in our new Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a vendor until they have registered. You may register by going to the following link: https://www.polk-county.net/business/procurement/vendor-information/. Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information. Only registered vendors will receive notifications of future RFP's.

All services must be performed in accordance with applicable Federal, State and Local regulations.

BACKGROUND, PURPOSE AND SCOPE

Background & Purpose:

The purpose of this Request for Proposals (RFP) is to assist the County in third party reviews of land development applications and requests for mining/reclamation, manufacturing and other activities related to the phosphate industry. The mining and manufacturing industry involving phosphate requires specialized engineering expertise (geotechnical and/or civil) in areas that are regulated by the County's Phosphate Mining Ordinance ("Ord. 88-19"), the Comprehensive Plan, and the Land Development Code.

Ordinance 88-19 can be found on the FTP Site and Comprehensive Plan/Land Development Code can be found on the County's website at: Polk County, FL | Municode Library.

The awarded consultant(s) will be asked to review one or more of these applications based on the referenced regulations. Reviews may include Level 2 Reviews (engineering site plan reviews), Operating Permit reviews, Level 3 or 4 Conditional Use Reviews (or modifications thereof), annual reports, Comprehensive Plan map or text amendments, or Land Development Code district or text amendments.

Polk County Phosphate History

In accordance with the Florida Industrial and Phosphate Institute Research ("FIPIR") website, "phosphorus (P) is required by every living plant and animal cell. Phosphorus is one of the primary nutrients essential for plant growth and crop production. However, phosphorus is a non-renewable resource that must be mined and cannot be artificially produced.

The County lies within the Bone Valley, a fossil formation rich in phosphate mineral. The mineral was first found in the in the Peace River and active mining within Polk County began in the 1890s. Phosphate mining and associated activities continue to have a significant economic impact to the County.

SCOPE OF SERVICES

The scope of services shall include, but not be limited to, reviewing applications related to the phosphate industry. This will require knowledge of Polk County Ordinance 88-19, the Comprehensive Plan and the Land Development code and supporting documents. The contract with the selected consultant(s) shall be ten (10) years. The following are the tasks of this scope.

1.0 Project Management

The Land Development Division (LDD) will assign tasks to the consultant(s) based on the type of reviews listed in Chapter 9 of the Land Development Code, Ord. 88-19, and the skills of the consultants chosen. A staff member will serve as the Contract Manager that will be the liaison with the Consultants' Project Manager along with the LDD Director.

2.0 Responsibility of the Consultant

The responsibility of the Consultant will be further specified following the submission of the technical proposal by the consultant(s). At a minimum, the skills and knowledge will include the following:

- Develop written and graphic materials including presentations, if needed, to inform the Board of County Commissioners, County staff and the public regarding the Consultant's evaluation and recommendations regarding said applications.

Recommendations may include specific permit conditions. Presentations to citizens and organizations may also be necessary.

- Present expert testimony during public hearings and judicial proceedings regarding review of applications and supporting technical documents for compliance with Federal, State, and Local requirements.
- Conduct detailed analysis of data presented in the following areas of review:
    - Ecological and environmental
    - Phosphatic clays and sand-clay mix techniques
    - Manufacturing/processing, gypsum stacks, mining/reclamation operation
    - Air, Wetlands and Floodplains, Surface and ground water, and radon emissions
    - Vegetation and Wildlife
    - Historical and Archaeological
    - Geology, Hydrogeology, Hydrology
    - Soils, Agriculture, Agronomy
    - Employment and Economic Characteristics
    - Water Supply
    - Beneficiation Plant
    - Transportation

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described will be assigned during the term of the agreement. Further, the Consultant is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff.

AGREEMENT

The Master Consulting Agreement will be for five (5) years unless otherwise terminated in accordance with the master service agreement.

EVALUATION CRITERIA

Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired unless specifically requested. The Proposal responses shall be contained within a three-ring binder (original and each copy in separate binders). For the purposes of this RFP, one page

equals a single sided page. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

Tab 1 Executive Summary
(Items a-c: Maximum of two (2) pages

a) Name, company name, address, telephone number, and email address.
b) State the number of years in business, as the same company/firm.
c) State the number of full-time employees.
d) Provide documentation showing proper incorporation by the Secretary of State.
e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055

Tab 2 Approach to the Project (35 points)
(Maximum of four (4) pages)

a) Describe in detail the components of how your firm proposes to manage assigned project(s), based upon the scope of services. Please identify the services your firm provides which make you qualified to perform the required services.
b) Describe how the firm plans to maintain the project team and manage the project team members' time in order to ensure sufficient time to complete a project.
c) Describe the firm's Quality Assurance and Quality Control program as it pertains to engineering services.

Tab 3 Experience, Expertise, Personnel and Technical Resources (40 points)

- Identify a minimum of three (3) and a maximum of five (5) projects that demonstrates your firm's experience within the past ten (10) years as the prime proposer which best illustrate the experience of the firm and current staff as related to the desired services. At least three (3) of the projects identified should be projects performed for phosphate industry. (Maximum of one (1) page only per project).
    - For each project please provide:
        a) Name and location of the project;
        b) Size and cost of the project;
        c) Project representative name, address, phone number, and email address
        d) Date project was completed or is anticipated to be completed, if completed provide the actual completion date;
        e) The nature of the firm's responsibility on the project;
        f) List of change orders, including dollar amount, which were the result of unforeseen circumstances or design errors/oversights; and
        g) List of any time extensions created by item f above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract.

- Provide brief resumes of the firm's key personnel to be assigned to the master service agreement including, but not limited to, the items in the list below (One (1) page maximum per resume):
    a) Name and current position held by the person
    b) Name, title and project assignment
    c) Experience:
        1) Types of projects.
        2) Size of projects (dollar value of project).
        3) What were their specific project involvements?
- Identify any sub-consultants that may be involved throughout the duration of the agreement. For each sub consultant identified please provide the following:
    - A brief description of their experience outlining their qualifications to perform the intended services
    - A brief resume for each key personnel that will be assigned to perform the intended services

Tab 4 Is the Firm a "Polk County Entity"? (5 Points)

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Provide documentation of the Proposers' or sub-consultant's headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.
- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
    - The term "Polk County Entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.
- In the event a Proposer lists one or more sub-consultants in Tab 4 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant

does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 5 Is the Firm a "Certified Woman or Minority Business Enterprise" (5 Points)

- Polk County Board of County Commissioners has a long standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our prime and professional services vendors to utilize W/MBE vendors where at all possible, irrespective of a company's certification status. Please explain how the submitting firm will encourage minority participation in the project. (Limit response to one page)
- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County's certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Proposers or sub-consultants will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
    - If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the firms' certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County's Purchasing Procedures. Polk County's Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:
        - Valid W/MBE Certification from one of the following
            - Florida Minority Supplier Development Council
            - Women Business Enterprise National Council
            - The State of Florida Office of Supplier Diversity
            - Florida Department of Transportation
            - U. S. Small Business Administration
            - Federal Aviation Authority
            - Other Florida governmental agencies

Certifications from other governmental agencies will be considered on a case-by-case basis.

- In the event a Proposer lists one or more sub-consultants in Tab 5 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Women or Minority owned business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 6 Interactions with County and Regulatory Agency Staff (5 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, water use permitting, consent orders, consultation, governing regulations; and other related activities. Describe the firm's ability to work with Land Development or other Division staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of permitting process, as well as local regulatory agencies, including, but not limited to SFWMD, SWFWMD, SJRWMD, FDEP and Polk County Health Department, if applicable. (Limit response to one (1) page)

Tab 7 Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 3.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
    - Average Score between 9-10 (10 Points)
    - Average Score between 7-8 (8 Points)
    - Average Score between 5-6 (6 Points)
    - Average Score between 3-4 (4 Points)
    - Average Score between 1-2 (2 Points)
    - Average Score of 0 (0 Points)

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

Selection Process

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment):

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2. Procurement will distribute Proposals and evaluation criteria to the Selection Committee.
- Procurement will also ensure all firms meet the requirement of certification as outlined in Florida Statute 287.055(3)(c).
- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:
    - Local (Tab 4) 5 points
    - W/MBE Certification (Tab 5) 5 points
    - Surveys of Past Performance (Tab 7) 10 points

    Subtotal Points: 20 points
    by the process stated under each corresponding Tab description as set forth on Pages 10-12.

- Each Selection Committee member shall score each Proposal on the following evaluation criteria:
    - Approach to the Project (Tab 2) 35 points
    - Experience, Expertise, Personnel and Technical Resources (Tab 3) 40 points
    - Interaction w/ County & Regulatory Agencies (Tab 6) 5 points

    Subtotal Points: 80 points
    by the following process:

1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

- EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.
  The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.
- VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.
  The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.
- GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.
  The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.
- FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.
  The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.
- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.
  The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what

will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

- UNACCEPTABLE (0.0):
  The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

2) After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.
3) A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.
4) When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.
5) Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.
6) In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee must elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee must elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)
The Selection Committee are required to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3.

During an interview, elevated Proposers may be requested to make a presentation focusing on their qualifications, approach to the project and the ability to furnish the required services. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services. In accordance with Section 287.055(4)(b), Florida Statutes, in determining whether a Proposer is qualified, each Selection Committee member shall consider such factors as:

- Ability of Personnel
- Whether a Proposer is a certified minority business enterprise
- Past performance
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads
- Volume of work previously awarded to each Proposer by the County

Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer(s). After Board approval to authorize staff to negotiate a contract, said Proposer(s) will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 4 (Contract Negotiations)
If a Proposer is elevated to this level, the User Division, with the assistance of Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer(s) in accordance with Section 287.055(5), Florida Statutes.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer(s). Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer(s) have terminated. The Selection Committee shall then determine whether to recommend to the Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer(s) are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County

Commissioners that it selects such Proposer(s) to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer(s).

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, and any employee of Polk County, other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon completion execution of a contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, 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. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Professional Liability Insurance. $2,000,000 for design errors and omissions, inclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

INDEMNIFICATION

To the maximum extent permitted by law, the Consultant shall indemnify, protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, to the extent arising out of or resulting from (i) the failure of Consultant to comply with applicable 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 or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant or any persons or entities employed or utilized by Consultant in the performance of this Agreement. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

The Consultant declares and warrants that neither the Consultant nor any of the Consultant's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Consultant or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Consultant shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBEs are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at https://www.polk-county.net/business/procurement/. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

A contract in substantially the same form as attached here to as Attachment "A" (Master Consulting Agreement) will be executed between the County and the successful Proposer(s).

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal, or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the responses received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal responses shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at https://www.polk-county.net/business/procurement/protest-procedures/.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S) The Consultant agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful consultant will complete and submit the form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and

requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

This request does not commit Polk County to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The County reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

ATTORNEY'S FEES AND COSTS: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

Prohibition Against Considering Vendor Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.

PUBLIC RECORD LAWS

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b)Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1)keep and maintain public records required by the County to perform the services required under this Agreement;

(2)upon request from the County's Custodian of Public Records or his/her designee, 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;

(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 term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4)upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).
   i. By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
   ii. Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

iii. The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

i. The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ii. The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- □ Sole Proprietorship
- □ Partnership
- □ Non-Profit
- □ Sub Chapter
- □ Joint Venture
- □ Corporation
- □ LLC
- □ LLP
- □ Publicly Traded
- □ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

EXHIBIT 1
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included, then Procurement will only use those identified under Tab 3.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Professional Engineering Services for Hillsborough County), Etc.
COST OF SERVICES	Cost of services ($100,000)
DATE COMPLETE	Date when the services were completed. (i.e. 1/31/2015)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 7
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 25-294, 3rd Party Review of Phosphate Land Development Applications

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **RFP 25-294, 3rd Party Review of Phosphate Land Development Applications**

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT 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 THE CONTRACT BY POLK COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 20___, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
(Florida Statutes, Section 448.095)

PROJECT NAME: **RFP 25-294, 3rd Party Review of Phosphate Land Development Applications**

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 20__.

ATTEST:

By: _____
PRINTED NAME: _____
Its: _____

CONTRACTOR:

By: _____
PRINTED NAME: _____
Its: _____

April 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-294, 3RD PARTY REVIEW OF PHOSPHATE LAND DEVELOPMENT APPLICATIONS

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, April 16, 2025, prior to 2:00 p.m.

Tabatha Shirah

Tabatha Shirah
Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Polk County

Request for Proposal 25-294

3rd Party Review of Phosphate Land Development Applications

Presented by:

Gurr Professional Services, Inc.

April 16, 2025

GURR PROFESSIONAL SERVICES, INC.
ENGINEERS, GEOLOGISTS, AND ENVIRONMENTAL SCIENTISTS
135 Van Fleet Court
Auburndale, Florida 33823
(863) 640-5800
e-mail Mike.Gurr@Gurr.US

April 16, 2025

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830

Attention: Ms. Fran McAskill, Procurement Director

Ladies and Gentlemen:

Request for Proposal 25-294
3rd Party Review of Phosphate Land
Development Applications

We are pleased to submit a response to the Request for Proposal 25-294. Attached are one original and five copies.

If you have any questions or need additional information, please do not hesitate to contact me at (863) 640-5800.

Very truly yours,

GURR PROFESSIONAL SERVICES, INC.

T. M. Gurr
Vice President

TMG/apg

Attachments

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Gurr Professional Services, Inc.

DBA/Fictitious Name (if applicable): _____

TIN #: 59-3403242

Address: 135 Van Fleet Court

City: Auburndale,

State: FL

Zip Code: 33823

County: Polk

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Annette P. Gurr

Phone Number: (863) 640-5801

Cell Phone Number: (863) 640-5801

Email Address: Annette.Gurr@Gurr.US

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☑ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: Florida

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

April 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-294, 3RD PARTY REVIEW OF PHOSPHATE LAND DEVELOPMENT APPLICATIONS

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, April 16, 2025, prior to 2:00 p.m.

Tabatha Shirah

Tabatha Shirah
Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: T. M. Gurr

Printed Name: T.M Gurr

Title: Vice-President

Company: Gurr Professional Services, Inc

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **RFP 25-294, 3rd Party Review of Phosphate Land Development Applications**

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT 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 THE CONTRACT BY POLK COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Gurr Professional Services, Inc.

Signature: Annette P Gurr

Title: President

Date: 4/15/2025

State of: Florida

County of: Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of April, 2025, by Annette Phipps Gurr (*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced FL-DL as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Dyna Paul

Notary Commission Number and Expiration: 03/24/2028

(AFFIX NOTARY SEAL)

DYNA PAUL
Notary Public
State of Florida
Comm# HH507249
Expires 3/24/2028

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
(Florida Statutes, Section 448.095)

PROJECT NAME: **RFP 25-294, 3rd Party Review of Phosphate Land Development Applications**

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 8th day of April, 2025

ATTEST:

By: Annette P. Gurr
PRINTED NAME: Annette P. Gurr
Its: President

CONTRACTOR:

By: _____
PRINTED NAME: _____
Its: _____

Tab 1

Executive Summary

Executive Summary

Gurr Professional Services, Inc, (GPSI)
135 Van Fleet Court
Auburndale, Florida 33823
863-640-5800
Mike.Gurr@Gurr.US
Date of Incorporation – 1996 – 29 Years
Five full-time employees

GPSI and its employees have been providing engineering and consulting services to the Florida Mining and Processing industry since 1974. Expertise consists of engineers, geologists, and environmental scientists with expertise in engineering, geology, hydrology, geo-physics, geochemistry, soils, environmental studies, wetlands delineation, wildlife surveys, and environmental engineering. This staff of professionals has the ability to adequately assess and resolve mineral resource development and environmental permitting problems facing today's mining industry, and has performed numerous multi-disciplinary studies related to mining of industrial minerals, including resource evaluation, mine design, waste disposal planning, reclamation planning, environmental resource permitting, sinkhole investigations, surface and groundwater management, Phase I and Phase II investigations, site assessment and reclamation progress.

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 02, 2025
Secretary of State
9485830855CC

DOCUMENT# P96000081171

Entity Name: GURR PROFESSIONAL SERVICES, INC.

Current Principal Place of Business:

135 VAN FLEET COURT
AUBURNDALE, FL 33823

Current Mailing Address:

135 VAN FLEET COURT
AUBURNDALE, FL 33823 US

FEI Number: 59-3403242

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GURR, ANNETTE P
135 VAN FLEET COURT
AUBURNDALE, FL 33823 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	D
Name	GURR, ANNETTE P
Address	135 VAN FLEET COURT
City-State-Zip:	AUBURNDALE FL 33823

Title	P
Name	GURR, ANNETTE P
Address	135 VAN FLEET COURT
City-State-Zip:	AUBURNDALE FL 33823

Title	VP
Name	GURR, TIMOTHY C
Address	135 VAN FLEET COURT
City-State-Zip:	AUBURNDALE FL 33823

Title	VP
Name	GURR, THEODORE MSR
Address	135 VAN FLEET COURT
City-State-Zip:	AUBURNDALE FL 33823

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ANNETTE P GURR — PRESIDENT — 04/02/2025

Electronic Signature of Signing Officer/Director Detail — Date

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of GURR PROFESSIONAL SERVICES, INC., a Florida corporation, filed on October 1, 1996, as shown by the records of this office.

The document number of this corporation is P96000081171.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
First day of October, 1996

Sandra B. Mortham

Sandra B. Mortham
Secretary of State

CR2EO22 (2-95)

FILED
95 OCT -1 PM 2:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
GURR PROFESSIONAL SERVICES, INC.

ARTICLE I. NAME

The name of this corporation shall be GURR PROFESSIONAL SERVICES, INC.

ARTICLE II. COMMENCEMENT & DURATION

The commencement of this corporation's existence shall be at the time of the filing of these Articles Of Incorporation by the Florida Department of State. This corporation's duration shall be perpetual.

ARTICLE III. PURPOSE

This corporation is being organized for the purpose of engaging in the transaction of any and all business activities permitted under the laws of Florida and the United States Of America.

ARTICLE IV. CAPITAL STOCK

This corporation shall have the authority to issue 1,500 par value shares of common capital stock.

ARTICLE V. PREEMPTIVE RIGHTS

Every shareholder, upon the sale for cash by this corporation of any shares of new capital stock of the same kind, class, or series, as that which the shareholder already holds, shall have the preemptive right to purchase a pro rata share thereof (as nearly as may be done without the issuance of fractional shares) at the price at which such shares are offered to others.

ARTICLE VI. TRANSFER RESTRICTIONS

No shareholder shall have the right to sell, assign, pledge, encumber, transfer, or otherwise dispose of any shares of the capital stock of this corporation, without first offering such

shares for sale to this corporation at the net asset value thereof. Such offer shall be in writing, signed by the shareholder, sent by registered or certified mail to this corporation at its registered office address, and open for acceptance by this corporation for a period of fifteen days from the date of mailing. If this corporation fails or refuses, within such period, to make satisfactory arrangements for the purchase of such shares, the shareholder shall have the right to dispose of such shares without any further restrictions.

On the death of any shareholder, this corporation shall have the right to purchase any shares of the capital stock of this corporation owned by the shareholder immediately prior to the shareholder's death, on the terms set forth above, and this provision shall be binding upon the personal representative of the shareholder.

Each stock certificate issued by this corporation shall carry the following legend:

> "These Shares Are Held Subject To Certain Transfer Restrictions Imposed By This Corporation's Articles Of Incorporation, A Copy Of Which Is On File At This Corporation's Principal Office."

ARTICLE VII. INITIAL BOARD OF DIRECTORS

The number of directors on this corporation's Initial Board Of Directors shall be one. The number of directors may be increased or decreased from time to time, as provided in this corporation's bylaws, but shall never be less than one.

The name and address of the individual who shall serve as member of the Initial Board Of Directors are:

ANNETTE P. GURR
135 Van Fleet Court
Auburndale, FL 33823.

ARTICLE VIII. INDEMNIFICATION

This corporation shall indemnify any officer, director, employee, or agent, and any former officer, director, employee, or agent, to the full extent permitted by law.

ARTICLE IX. PRINCIPAL OFFICE & INITIAL REGISTERED OFFICE & AGENT

The address of this corporation's principal office and the address of this corporation's initial registered office shall be: 135 Van Fleet Court, Auburndale, FL 33823.

The name of the individual who shall serve as this corporation's initial registered agent at that address is: ANNETTE P. GURR.

ARTICLE X. INCORPORATORS

The name and address of the individual who shall serve as this corporation's incorporator are:

ANNETTE P. GURR
135 Van Fleet Court
Auburndale, FL 33823.

ARTICLE XI. AMENDMENT

This corporation reserves the right to amend or repeal any provisions in these Articles Of Incorporation, or any amendments hereto. Any rights conferred upon the shareholders shall be subject to this reservation.

Annette P. Gurr
ANNETTE P. GURR - Incorporator

I hereby accept my designation as registered agent and agree to serve as the registered agent of GURR PROFESSIONAL SERVICES, INC. I hereby state that I am familiar with and accept the duties and responsibilities as registered agent for GURR PROFESSIONAL SERVICES, INC.

Annette P. Gurr
ANNETTE P. GURR - Registered Agent

State Of FLORIDA
County Of POLK

On September 27, 1996, ANNETTE P. GURR, designated above as the individual who shall serve as the corporation's initial registered agent and incorporator, who is personally known to me, personally appeared before me at the time of notarization, and, after being given the oath, acknowledged signing these Articles Of Incorporation Of GURR PROFESSIONAL SERVICES, INC.

Linda D. Moore

Notary Public

LINDA D. MOORE

(Notary Public - Printed Or Typed Name)

Commission Expiration Date & Commission Number: (SEAL)

OFFICIAL NOTARY SEAL
LINDA D MOORE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO CC363492
MY COMMISSION EXP SEPT 11 1997

FILED
95 OCT -1 PM 2:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

ONLINE SERVICES

Apply for a License
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File a Complaint
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View Application Status
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Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

2:47:02 PM 4/8/2025

Licensee Information

Name:	**GURR PROFESSIONAL SERVICES, INC. (Primary Name)**
Main Address:	**135 VAN FLEET COURT AUBURNDALE Florida 33823**
County:	**POLK**

License Information

License Type:	**Engineering Business Registry**
Rank:	**Registry**
License Number:	**28481**
Status:	**Current**
Licensure Date:	**04/01/2009**
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information
View License Complaint

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

GURR, THEODORE MITCHEL

GURR PROFESSIONAL SERVICES, INC.
135 VAN FLEET CT
AUBURNDALE FL 33823

LICENSE NUMBER: PG231

EXPIRATION DATE: JULY 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 04/11/2025

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

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

GURR, TIMOTHY C.

3353 PHEASANT RUN NE
BLAINE MN 55449-6005

LICENSE NUMBER: PE42150

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

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

SPECIAL INSPECTOR NUMBER: 1016

SAXENA, DHIRENDRA S.

4797 MARITIME WATERS CT.
LAND O' LAKES FL 34638

LICENSE NUMBER: PE19387

EXPIRATION DATE: FEBRUARY 28, 2027

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/21/2025

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: Kim Miazga
GHG Insurance 1000 Riverside Ave., Suite 500 Jacksonville FL 32204	PHONE (A/C, No, Ext): 904-421-8600 FAX (A/C, No): 904-421-8601 E-MAIL ADDRESS: info@ghgins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Underwriters at Lloyds London	15792
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	GURRPRO-01
Gurr Professional Services Inc. 135 Van Fleet Court Auburndale FL 33823	

COVERAGES **CERTIFICATE NUMBER:** 916678026 **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	Y		ENC000306207	1/30/2025	1/30/2026	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	$ 3,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y		ENC000306207	1/30/2025	1/30/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional & Pollution Liab Claims Made			ENC000306207	1/30/2025	1/30/2026	Each Claim Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Retro Date - Professional & Pollution 1/30/2019

Florida Department of Environmental Protection is an additional insured for general liability and automobile liability when required by written contract.

CERTIFICATE HOLDER

Florida Dept of Environmental Protection
Gail Stephens
2600 Blair Stone Rd-Twin Twrs
Tallahassee FL 32399-2400

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

Roger G. Gil

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Gurr Professional Services, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

135 Van Fleet Court

6 City, state, and ZIP code

Auburndale, FL 33823

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	3	4	0	3	2	4	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Annette P. Gurr **Date** 4/8/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Tab 2

Approach to the Project

Approach to the Project

The project will be managed by experienced personnel based on prior experience with similar Phosphate projects, which have previously been performed by Gurr Professional Services, Inc. (GPSI) for Polk County Development including phosphate mining, waste disposal, and reclamation activities; and phosphate chemical plants, including upset conditions, footprint designation, plant water circulation, gypsum stacking, wastewater recirculation and gypsum and water storage areas.

T. M. "Mike" Gurr has more than 40 years of experience in this field, initially employed by IMC as mines geologist, later as senior mines planner responsible for phosphate monthly production reconciliations and long-term resource reserves totalization. Mr. Gurr was also employed at Mobil Chemical Company in similar positions. Later he transitioned to a consultant to the industry as his resume illustrates. He has managed employees who have many diverse skills and expertise related to the phosphate industry. For instance, Sax Saxena was the first geotechnical engineer who was hired by IMC shortly after Mike Gurr was hired at the newly acquired Clear Springs Mine C/S. To evaluate the integrity of the waste clay settling area under construction at the newly acquired C/S mine, Mr. Sasena identified settling area dams under construction which were identified for core boring. Mr Gurr, a geologist, was assigned to core and log the waste clay areas under construction. Most of these dams under construction and some existing settling are dams were taken out of service. We have found that a limited number of senior skilled geologists and engineers provides the backbone of the experience and skills necessary to complete the phosphate-related projects.

GPSI employees have been providing engineering and consulting services to the Florida Mining and Processing industry since 1974. Expertise consists of engineers, geologists, and environmental scientists with expertise in engineering, geology, hydrology, geo-physics, geochemistry, soils, environmental studies, wetlands delineation, wildlife surveys, and environmental engineering. Our staff of professionals has the ability to adequately assess and resolve mineral resource development and environmental permitting problems facing today's mining industry, and has performed numerous multi-disciplinary studies related to mining of industrial minerals, including resource evaluation, mine design, waste disposal planning, reclamation planning, environmental resource permitting, sinkhole investigations, surface and groundwater management, Phase I and Phase II investigations, site assessment and reclamation progress.

T. M. Gurr, as project manager, will be responsible for all communications with the phosphate client representative and the applicant's consultant for the site and the Polk County staff. Mr. Gurr will assign tasks and provide budgets to each member of the project team. A weekly meeting will be held with all members of the team to discuss the project, including the tasks, deadlines, and budget projections/updates. Communications via telephone and/or email will be mandatory between weekly meetings to discuss any questions or issues to make sure that the project stays on schedule and budget.

The company's Quality Assurance and Quality Control plan will be utilized during the project. The standards of work product will be reviewed during the initial project team meeting.

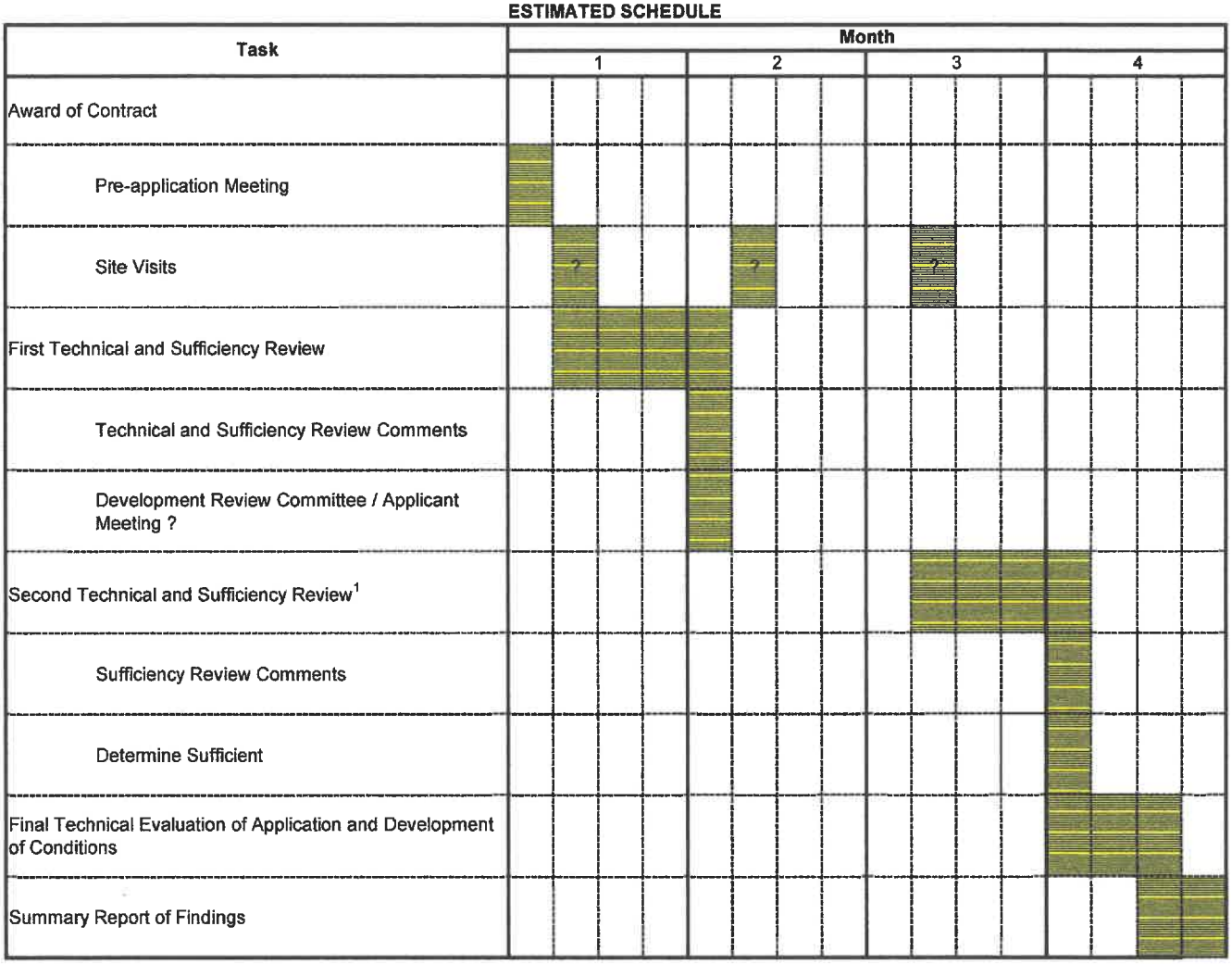
The roles and responsibilities will be discussed at that time. Annette Gurr will coordinate the process. All documents, drawings, and other work product will be submitted for initial review. Engineering calculations for this project will be prepared by Mr. Saxena and reviewed by Timothy Gurr (both Professional Engineers), then forwarded to the project manager for review for completeness and accuracy. Any adjustments and/or corrections will be made and reviewed using the same process.

At the initial meeting with the applicant, the consultants, and Polk County, the various phases and scope of the project will be identified and expectations to be accomplished, including the process listed below.

- The applicant and its consultants will meet to discuss the proposed project scope, the proposed steps of the project to be accomplished and how the periodic reporting will be completed.
- The proposed schedule of accomplishments, reporting, and estimated time schedule will be presented, reviewed, and discussed.
- The phosphate applicant and its subcontractors will be responsible for reporting any variances to the schedule, and the plan immediately provided to Polk County and to GPSI for staying on schedule.
- As required field inspection of the site activities will be conducted.
- The proposed application will be reviewed for additional information needed, if applicable.
- The results of the review and analysis will be used to establish conditions that will be developed via an agreement by the applicant and Polk County.

An example detailing the project schedule is on the following page.

MOSAIC GREEN BAY GYPSUM STACK
POLK COUNTY LEVEL 2 REVIEW
DEVELOPMENT APPLICATION FOR PHASE II EXTENSION - STAGE A AND STAGE B
ESTIMATED SCHEDULE



Notes: [1] Assumes applicant will respond to comments within 30 days

Figure 1. Estimated Schedule

Tab 3

Experience, Expertise, Personnel and Technical Resources

Tab 3 Experience, Expertise, Personnel and Technical Resources.

- **Third Party Review - New Wales Phase III Extension East Area Liner and Drain System Level 2 Review– LDNON-2021-13**

Mike Gurr, P.G. 231
Vice President
Gurr Professional Services, Inc, (GPSI)
135 Van Fleet Court
Auburndale, Florida 33823
863-640-5800
Mike.Gurr@Gurr.US

Project Representative:
Chanda Bennett, AICP, CPM
Comprehensive Planning Administrator
Polk County Development
Post Office Box 9005 | Drawer GM03
330 West Church St
Bartow, Florida 33813-9005
P-863-534-6484 | F-863-534-6021
chandabennett@polk-county.net

Mosaic proposed to extend the existing lined Phosphogypsum stack at New Wales southward. Initially, Mosaic proposed to extend the stack southward all along the southern boundary of the existing stack for approximately 231 acres. However, after extensive geophysical and soil boring exploration activities, which discovered several potential ancient sinkholes/avens, it was decided to focus on the eastern 195-acre portion of the Phase III expansion area with a lined area of 121 acres. Project budget was increased from $35,000 to $49,499. Work was performed for Chanda Bennett Polk County Development and was completed on September 20, 2021

- **Third Party Consultant Review of the Level 2 Application for Reactivation of the Area 1 Extension of the Green Bay Gypsum Stack, Mosaic Fertilizer, LLC P.O. No. 23205386- LDNON-2020-235**

Mike Gurr, P.G. 231
Vice President
Gurr Professional Services, Inc, (GPSI)
135 Van Fleet Court
Auburndale, Florida 33823
863-640-5800
Mike.Gurr@Gurr.US

Project Representative:
Chanda Bennett, AICP, CPM
Comprehensive Planning Administrator
Polk County Development
Post Office Box 9005 | Drawer GM03
330 West Church St
Bartow, Florida 33813-9005
P-863-534-6484 | F-863-534-6021
chandabennett@polk-county.net

Mosaic proposed to reactivate the 319-acre Green Bay lined North Phosphogypsum Stack, toe ditch and drain outlet Modifications. Project budget was $35,000 and was completed within budget and on schedule, May 2021. Work was performed for Chanda Bennett Polk County Development.

- **Third Party Consultant For Review of the Level 2 Application for Construction of the Phase/Area 2 and 5 Expansion of the Green Bay Gypsum Stack, Mosaic Fertilizer, LLC- P.O. No. 23205386**

Mike Gurr, P.G. 231
Vice President
Gurr Professional Services, Inc, (GPSI)
135 Van Fleet Court
Auburndale, Florida 33823
863-640-5800
Mike.Gurr@Gurr.US

Project Representative:
Chanda Bennett, AICP, CPM
Comprehensive Planning Administrator
Polk County Development
Post Office Box 9005 | Drawer GM03
330 West Church St
Bartow, Florida 33813-9005
P-863-534-6484 | F-863-534-6021
chandabennett@polk-county.net

Mosaic proposed to develop a stabilization plan for construction of the reactivation and expansion of the Green Bay gypsum disposal system. Project budget was $35,000 for evaluation of the 400 acre Stage A Stack area and was completed under budget with $2,500 remaining and on schedule. Work was performed for Chanda Bennett Polk County Development.

- **Third-Party Consultant for Review of the Level 2 Application Area SR-II-7 Stabilization Plan, Phase II Gypsum Stack Extension, Green, Mosaic Fertilizer, LLC, PO# 25103026 for AVS# 25-321**

Mike Gurr, P.G. 231
Vice President
Gurr Professional Services, Inc, (GPSI)
135 Van Fleet Court
Auburndale, Florida 33823
863-640-5800
Mike.Gurr@Gurr.US

Project Representative:
Chanda Bennett, AICP, CPM
Comprehensive Planning Administrator
Polk County Development
Post Office Box 9005 | Drawer GM03
330 West Church St
Bartow, Florida 33813-9005
P-863-534-6484 | F-863-534-6021
chandabennett@polk-county.net

A seismic reflection survey was completed over the entire 800 acre Green Bay Phase II Extension area between September 2021 and November 2021. The objective of the seismic reflection survey was to assess subsurface conditions within the Green Bay Phase II Extension area. A few locations were identified as potential targets for confirmatory drilling. Exploratory piezometers were installed, indicating an area of lower water levels in one area. Grouting of the lower water table elevation area were plugged with grout and the water level was stabilized. Project budget was $35,000, and work was completed in September 2024 under budget for $32,500. Work was performed for Chanda Bennett Polk County Development.

- **Third-Party Consultant for Review of the Level 2 Application Area SR-II-7 Stabilization Plan, Phase II Gypsum Stack Extension, Green, Mosaic Fertilizer, LLC, PO# 25103026 for AVS# 25-321**

Mike Gurr, P.G. 231
Vice President
Gurr Professional Services, Inc, (GPSI)

Project Representative:
Chanda Bennett, AICP, CPM
Comprehensive Planning Administrator
Polk County Development

135 Van Fleet Court
Auburndale, Florida 33823
863-640-5800
Mike.Gurr@Gurr.US

Post Office Box 9005 | Drawer GM03
330 West Church St
Bartow, Florida 33813-9005
P-863-534-6484 | F-863-534-6021
chandabennett@polk-county.net

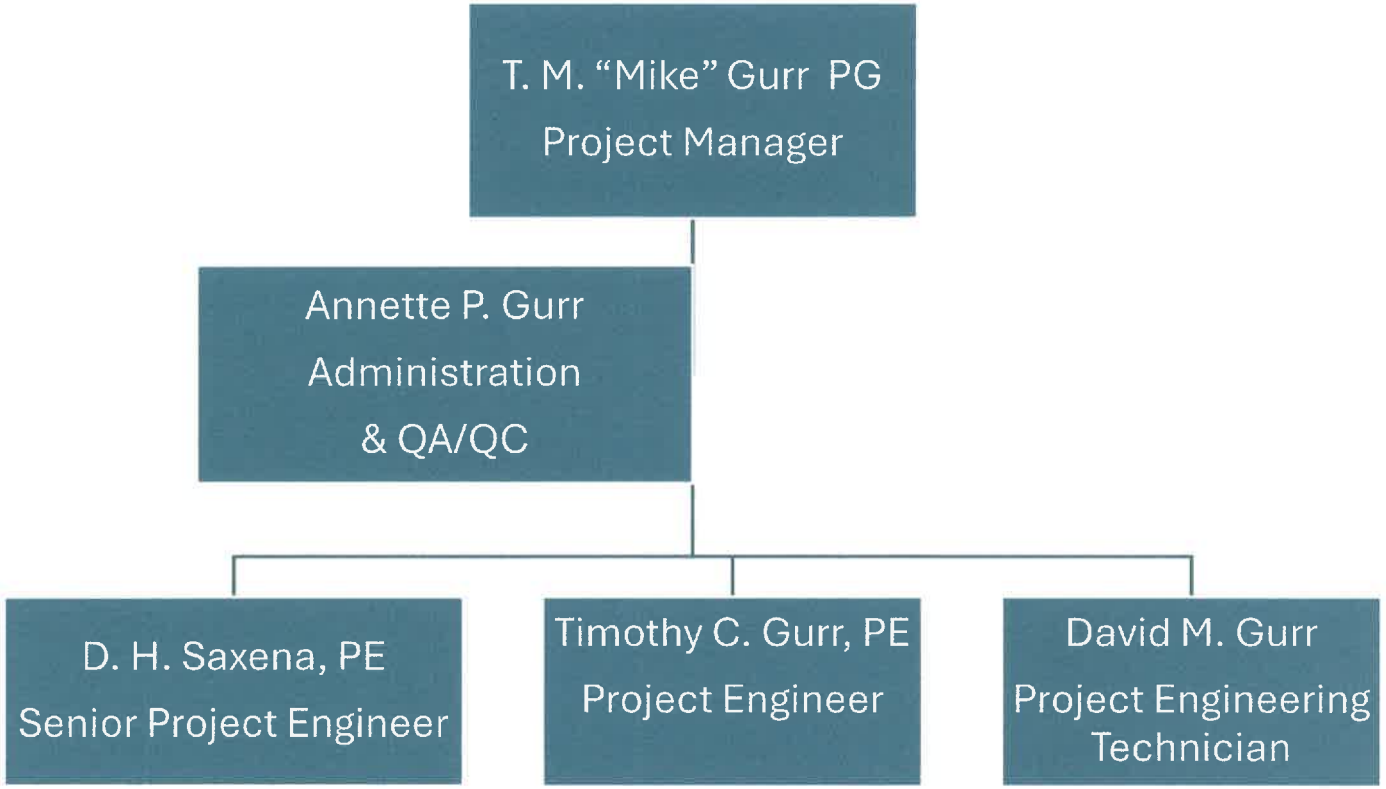
This Level 2 request is to authorize construction of the gypsum stack/associated infrastructure (grading, drainage, liner system) within Stage A and site preparation/utilization within a portion of Stage B, both sub-phases of Area/Phase II. Two sets of construction plans demonstrate the following:

- Installation of below grade foundation drainage system.
- Earthwork to prepare subgrade for liner installation.
- Installation of 60 mil HDPE liner system.
- Placement of 2-foot compacted gypsum layer atop liner system – gypsum to be obtained from existing gypsum stack located in Stage B.
- Installation of above liner stability drain system.

This application submittal also includes confirmation that ground improvement construction within Phase II/Stage A was completed.

This application is under evaluation, the initial review of the documents and plansand request for additional information has been submitted and Mosaic has submitted the initial response which is currently under review and is expected to be completed in the next few months. The project budget is $35,000 and is expected to be completed on budget. Work was performed for Chanda Bennett Polk County Development.

ORGANIZATIONAL CHART
PHOSPHATE LAND DEVELOPMENT
APPLICATION REVIEW



Resume
T.M. "Mike" Gurr, P.G.

TITLE: SENIOR HYDROGEOLOGIST/VICE-PRESIDENT

INTRODUCTION: **Mike Gurr began his carrier in phosphate mining as a mine's geologist responsibility for twice daily mine site inspection of the contact between base of the matrix and the contact between the top of the matrix and the overburden. Mrs Gurr began her career with Brewster Phosphates. After working for the mining industry directly the firm became consultants to the industry in permitting phosphate mines and chemical plants. Later the firm became involved in evaluating upset conditions representing Polk Co, Hardee County, Manatee County among others.Mr Gurr has been involved with designing, permitting, mitigation of of up set condition at well over 25 phosphate mine, chemical plants, gypsum stack, etc.**

EDUCATION:

M. A., Geology, University of South Florida, 1972
B. A., Political Science & Economics, University of South Florida, 1967
Advanced Courses in Hazardous Waste/Materials Management; Environmental Permitting; Environmental Health and Safety; Modeling of Groundwater Movement and Contaminant Transport; Environmental Risk Auditing, Mine Resources Evaluation; and Real Estate.
38 Hour Army Corps of Engineers Wetland Delineation Training Program
16 Hour Florida Statewide (62-340 FAC) Wetland Delineation Training Program
Wetlands Assessment Procedure Training, SWFWMD
Gopher Tortoise Certification Training Programs 1A and 1B.
Water Quality Criteria – LID and BMPs Seminars

REGISTRATIONS ACTIVE:

Certified Professional Geologist, A.I.P.G. No. 3310
Registered Professional Geologist, Florida No. 231
Mr. Gurr is a Licensed Water Well Contractor, Florida No. 9375
Gopher Tortoise Authorized Agent No. GTA-11-00071

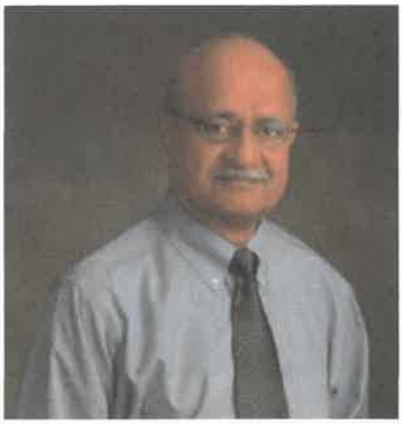
SELECTED EXPERIENCE:

- Investigation of sinkhole in gypsum stack located southeast of Mulberry Florida. Investigations included installing monitor wells at various depths, groundwater mapping of the various aquifer levels, groundwater sampling, contaminate plume mapping, and remedial actions. Subsurface investigation of sinkholes and plugging of solution cavities at phosphate mine in Polk County.
- Beker Phosphates Wingate Mine, Manatee County, 10,000 acres, 1974/78;
- Subsurface investigation of sinkholes and plugging of solution cavities at phosphate mine in Polk County.
- IMC Kingsford Hillsborough County DRI, 9,000 acres, 1973;
- CF Industries, Bonnie Chemical Plant, Gypsum Stack Sinkhole and groundwater Contamination Investigation, 1973;
- USSAC Chemical Plant and Gypsum Stack Expansion, 2000 acres, 1975/78;
- USSAC Chemical Plant, P-21 Gypsum Stack Groundwater Investigation, 1974/75;
- Estech Chemical Company, Chemical Plant Investigation of foundation failure caused by leachate from phosphoric acid production depositing gypsum under foundation, 1975/76 ;
- Gardinier, Chemical Plant and Gypsum Stack Expansion, 2000
- IMC Phosphates, New Wales Gypsum Stack Expansion, 500 acres, 1992;
- USSAC, Gypsum Stack Expansion, Phase I and Phase II, 1994;
- IMC Phosphates, New Wales Gypsum Stack Expansion, 500 acres, 1988/1990;
- IMC Phosphates, New Wales Leaking Cooling Pond and Plugging Recharge Wells, 1992;
- USSAC, Phase I and Phase II Gypsum Stack Expansion, 482 acres, 1993;
- IMC Phosphates, New Wales North Stack Sinkhole Investigation and Remedial Activities, 1994;
- IMC Phosphates, New Wales, NOPC Phase I and Phase II, 2001;
- Farmland, Green Bay Phase II Gypsum Stack Expansion, 319 acres of Gypsum and 275 acres of Settling/Polishing Ponds;
- Mosaic, New Wales Anomaly Under Phase I Stack Expansion, Investigation; Remedial Action Plans and Monitoring of Remediation Activities, 2004;
- Farmland/Mosaic Green Bay, Regional Storage Pond, 340.5 acres, 2005/2010;
- Mosaic, New Wales North Stack Anomaly, Identified Erosion Channel Development from Monitoring Data, 2013;
- Mosaic New Wales Application for Level 2 Review, New Wales Phase III Gypsum Stack Expansion, 2021;
- Mosaic Green Bay Application for Level 2 Review, Green Bay Phosphogypsum Stack Reactivation, 2020/2021;
- CFI Hardee Mine South Pasture Expansion, ADA/DRI, 2002/2012;
- Mosaic Green Bay Application for Level 2 Review, Green Bay Phosphogypsum Stack Reactivation 2020/2021;
- Mosaic New Walls Application for Level 2 Review, 2021;
- Mosaic New Wales Phase III Gypsum Stack Expansion, 2021;
- Mosaic Green Bay Phase II Extension, Stage A Stack, Area Liner Grading Plan/System & Foundation Drain, 2025;

GURR PROFESSIONAL SERVICES, INC.
135 Van Fleet Court • Auburndale, Florida 33823
(863) 640-5800 Cell
Mike.Gurr@Gurr.US

Dhirendra S. Saxena (Sax), M Eng., PE, SI, D FE., D GE.,

FORENSIC/GEOFORENSIC/GEO-TECHNICAL ENGINEERING CONSULTANT



education

M ENG. - MASTER OF CIVIL ENGINEERING
TUNS (FKA NSTC), HALIFAX, CANADA, 1967-68

B.E. (HONORS)
I.I.T. KHARAGPUR,INDIA,1962

B.Sc. (Physics, Chemistry, mathematics)
Allahabad University

registrations

FL PE 19387
GA PE 12838
TN PE 8039
MD PE 12225
PREVIOUS REGISTRATIONS IN TEXAS, VIRGINIA,WASHINGTON DC, and ONTARIO(CANADA)
NOVA SCOTIA(CANADA)
NEW BRUNSWICK(CANADA)

Certifications

FL SPECIAL INSPECTOR # 1016
BOARD CERTIFIED DIPLOMATE FORENSIC ENGINEER
BOARD CERTIFIED DIPLOMATE GEOTECH ENGINEER
FEWA'S FORENSIC LITGATION CONSULTANT (PREV.)

years experience

55+ TOTAL

associations

AMERICAN SOCIETY OF CIVIL ENGINEERS
Deep Foundation Institute
FLORIDA ENGINEERING SOCIETY
GEO-INSTITUTE OF ASCE
INTERNATIONAL SOCIETY OF SOIL MECHANICS AND GEOTECHNICAL ENGINEERING
NATIONAL ACADEMY OF FORENSIC ENGRS
NATIONALTL SOCIETY OF PROF ENGRS
FORENSIC EXPERT WITNESS ASSOCIATION

personal interests

TRAVELING
GOLFING

Dhirendra S. Saxena (Sax), M. Eng. P.E., SI, C NE, D FE, D GE.
Obtained his M. Eng. in Civil Engineering 1967-68 from TUNS (formerly NSTC), Halifax, Canada; B. Tech (Hons.) in Civil Engineering 1962 from I.I.T. Kharagpur, India:

Sax is, or has been, a registered Professional Engineer in seven states. He is a board-certified diplomate in Forensic Engineering by NAFE (D FE) in Geo-technical Engineering (D GE) by AGP, and a previously certified Forensic Litigation Consultant (C FLC) by FEWA. He has authored, co-authored, presented, and published over 80 technical papers at local, state, national, and international conferences.

Spanning more than 50 years, Sax's forensic/geo-forensic/geotechnical engineering career has been extensive during which his assignments have ranged from a tidal power hydroelectric project study at the Bay of Fundy, Nova Scotia, to Churchill River Diversion Works in northern Manitoba in Canada, to Coca Cola complex in Portland, Oregon, to offshore drilling platforms in the Gulf of Mexico, to Turkey Point nuclear power plant in south Florida, to Disney World in Orlando, Florida, and to LNG/LPG project at Soyo Port, north of Luanda, Angola on the west coast of Africa.

Sax's Florida experience has included forensic/geo-forensic/geotechnical g investigation/analysis for over 5,000 sites throughout Florida (from Pensacola to Key West), These services have been performed for a variety of clients ranging from Architects, Legal Professionals, Community Associations, Engineers, Insurance companies, Public Adjusters, mining companies and Property Managers.

Types of Services have ranged from:

- *Third Party Consultant on Gypsum* Stacks
- Design of earthen dams utilizing overburden core and tailings shell. Performing stability analysis and consultation during construction.
- Consultation services related to dragline movement along their movement through mining terrain.
- Site inspections, Assessment and Consultation
- Peer Review and Value Engineering
- Foundation and Soil Failure
- Vibration Damage assessment, monitoring with pre- and post- condition survey of existing buildings
- Determination of nature and extent of damage to structures from vibrations.
- Ground Modification/Improvement Methods
- Sinkhole Detection, Investigation, Stabilization
- Expert Witness and Testimony, Deposition, Trials

Sax has provided expert testimony at 120+ depositions and 10+ trials, hearings, and mediations. His clients have included architects, engineers, F DOT, insurance carriers, HOA's property managers, public adjusters, public entities, legal professionals, and an array of different disciplines.

Resume

TIMOTHY C. GURR, P.E.

TITLE: SENIOR ENGINEER

EDUCATION:

B.S., Engineering, University of South Florida, 1973
M.S. Electrical Engineering, University of Minnesota, 1975
MBA, University/College of St. Thomas, 1981

REGISTRATIONS ACTIVE:

Registered Professional Engineer, Florida No. 42150

SELECTED EXPERIENCE:

ADA/DRI REVIEW OF SOILS, FLOOD HAZARD, SURFACE WATER, STORMWATER, UTILITIES IMPACTS AND REZONING

- Review of numerous Phosphate and Commercial ADA/DRIs for soils, surface water, stormwater, and utilities impacts.

HAZARDOUS WASTE MANAGEMENT/RISK EVALUATION

- Contaminant Assessments at over 100 petroleum and hazardous waste spill sites in Florida.
- Design and implementation at over 100 petroleum and hazardous waste spill sites in Florida
- Implementation of remedial action and clean-up operations at numerous petroleum and hazardous chemical spill sites in Florida.

EMPLOYMENT EXPERIENCE:

Sr. Engineer, Gurr Professional Services Inc., Auburndale, Florida; *Environmental Consulting, Environmental Site Assessments, Environmental Permitting, ADA/DRI permit review and analysis, Surface and Groundwater Resources Investigations and Surface and Ground Water Modeling. 2006 to Current*

Sr. Engineer, Integrated Environmental Solutions, Inc., Winter Haven, Florida; *UST and environmental consulting and remediation services. 1998-2006*

Senior Engineer, Gurr & Associates, Inc., Lakeland, Florida; *- September 1983 to 1994. Senior engineer responsible for design review and practice consisting of offices in several locations in Florida. Developed both domestic and international clients. Operations were approximately $20 million in sales when merged with Omega in November 1994; 1983-1994.*

Resume
Annette P. Gurr

TITLE / EXPERTISE:

PRESIDENT, CFO, Project Management, Document Editing, GIS, Financial / Economic Analysis, QA/QC

EDUCATION:

M.B.A., Master's of Business Administration – Accounting Concentration, Saint Leo University, Saint Leo, Florida, 2014

GIS, University of South Florida, 2003

B.S., Business Administration, Accounting, University of South Florida, Tampa, Florida, 1993.

A.S., Administrative Sciences Hillsborough Community College, Tampa, Florida, 1983

PROFESSIONAL LICENSES:

Florida Real Estate Sales Associate

Florida Agent – 0215 – Life, Variable, Annuity & Health Insurance

SELECTED EXPERIENCE:

- More than 30 years experience in the preparation, data compilation, and document preparation / review / editing for environmental assessments / permitting for local government and regional planning authorities of Developments of Regional Impact and other major proposed developments in Central Florida.
- Cost accounting and economic impact analysis of proposed projects.
- Permitting projects include major power plant siting and construction, limestone mining facilities, phosphate mines new and expansion projects, gypsum waste storage facilities, and mixed commercial/residential developments.
- Review of the impacts of post reclamation economic impacts of mining projects.
- Geographical Information Systems training and experience in land development projects.
- Preparation of reimbursement applications for state funded petroleum site cleanups in various states.
- Major electrical power plant siting and construction,
- Limestone Mining Facilities,
- Mixed commercial/residential developments.
- Mixed commercial/residential developments
- Representative solid waste disposal facilities include

Gardinier Riverview new gypsum stack expansion,
USS Agri-Chemical Ft Meade gypsum stack expansion,
IMC New Wales, gypsum stack expansion,
Farmland, Green Bay gypsum stack expansion,
Mosaic New Wales Phase II gypsum stack expansion mod
Innovation Environmental Park Class I solid waste disposal facility,
New Wales Phase III & IV gypsum stack expansion.

New phosphate mine siting,
Phosphate mining expansions,
Gypsum waste storage facilities,
Representative DRI Projects
IMC Clear Springs Mine Expansion
IMC Kingsford Mine Hillsborough Expansion
USS Agri Chemical Plant Gypsum Stack Exp.
Cargill South Fort Meade Mine Subs Dev.
CFI Proposed South Pasture Expansion,
FHLP Hickory Creek Mine Hardee County,
FHLP Green Bay Gypsum Stack Expansion,

EMPLOYMENT EXPERIENCE:

Gurr Professional Services, Inc. / Gurr Consulting Services - President –More than 20 years experience in the document preparation, job costing, data compilation, QA/QC, and document preparation / review / editing for environmental assessments for local government and regional planning authorities of DRI and other major proposed developments in Central Florida. 1996 to Present.

Gurr & Associates, Inc., Vice President - Finance & Administration: Responsible for approximately 120-140 employees. Managed a staff size of 16-20 employees. including accounts receivable, accounts payable, and payroll. Prepared budgets and pro forma financial statements. Prepared for financial statement audits and worked with auditors. Responsible for legal compliance, the administration of all insurance programs (e.g. general liability, pollution, omissions and errors, property, worker's compensation). Responsible for QA/QC for all projects. Responsible for selection and administration of employee benefit programs, including insurance and 401(k) plans. Developed employee policies and procedures and prepared employee handbook. Responsible for training of all administrative, accounting, and secretarial personnel. Developed compensation programs, 1983-1996.

DAVID M. GURR

TITLE: SENIOR TECHNICIAN

EDUCATION:

A.A., Liberal Arts, Polk State College – May 2013

B.S. Geology, University of South Florida, Second Semester Junior

B.S. Computer Science, Florida Polytechnic University, Graduation Expected May 2027

OTHER TRAINING/QUALIFICATIONS:

- SSG, New York National Guard 27th Infantry Brigade Combat Team- 1.8 years
- SGT, 10th Mountain Division, Field Artillery Fort Polk , Active Duty – 3 years
- SGT, Florida Army National Guard, 2 BN, 116th Field Artillery, Bartow, Florida. 5.2 years
- Operation of auger drill rig for soil sampling and installation of shallow monitor wells.
- Collection of soil samples and conduct field screening of soils.
- Installation and sampling of shallow monitor wells and well pads.
- Surveying top of casing for monitor wells.
- Use of portable GIS for location of borings and other testing locations.
- Monitor Standard Penetration Testing sample collection and logging.

SELECTED EXPERIENCE:

Hydrogeological, Geotechnical, and Industrial Minerals Prospecting

- Prepare geographical coordinates from aerial photographs, upload to hand held GIS instrument, locate and stake borings in field for prospecting and geotechnical investigations.
- Supervise/monitor drilling crews for prospecting and geotechnical investigations.
- Monitoring, logging, and sample collection for geotechnical investigations for mixed use residential developments on reclaimed phosphate lands.
- Monitoring, logging, and sample collection for prospecting investigations for several sand mine locations. In Forida.
- Monitoring, logging, and sample collection for geotechnical investigation for proposed Class I solid waste facility and assist in the hydrogeological testing of monitor wells.
- Conduct monitoring of wells. And percolation testing for stormwater retention ponds
- Performed gain-size distribution analysis of sand-tailings and overburden spoils.

Phase I, Phase II, and LSSI Environmental Site Investigations

- Collected soil and water samples and supervised installation of monitor wells at numerous petroleum contaminated sites in Florida.
- Assisted in the installation of numerous monitor wells for water table mapping and collection of soils and ground water samples for evaluation of contamination.
- Assisted innumerous Phase I site assessments in Florida.
- Soils sampling using hand auger method and monitor wells sampling of ground water at golf course site in Hardee County for Phase II Environmental Site Investigation.
- Soil and ground water sampling at numerous petroleum contaminated sites in west central Florida.

Environmental Resource Permit Applications

- Assisted in installation of monitor wells for water table mapping of wetland area for wetland mitigation plan using the Buck Rogers Auger Drill Rig in Hardee County.
- Assisted in wetlands jurisdictional mapping and staking of buffer areas for agricultural operations in Hardee County.
- Field investigation and mapping of farm fields, wetlands, ditches, and culverts for an AGSWIM application for an agricultural project Hardee County.
- Assisted in wetlands delineation of at golf course and agricultural site adjoining the Peace River in Hardee County Florida for a Phase II Environmental Site Investigation.

EMPLOYMENT EXPERIENCE:

Senior Technician, Gurr Professional Services, Inc. – 2008 – to present (less active Army). Supervise the installation of shallow monitor wells, soil sampling, field screening, well casing surveying, ground water sampling, well development, well pad construction, well abandonment, data tabulation, and similar activities for Phase I, Phase II, LSSI, DRI site assessments and review of periodic data reporting . Supervise monitor well installation for wetlands mitigation project, wetlands mapping, wetlands buffer delineation, drainage mapping, and other field activities in support of permit applications for agricultural operations.

Tab 4

Polk County Entity

OLK COUNTY LOCAL BUSINESS TAX APPLICATION FORM

ACCOUNT NO. 127076 **CLASS: B+** **PAYMENT DUE BY:** 09/30/2024

WNER NAME	LOCATION
ANNETTE GURR	135 VAN FLEET CT AUBURNDALE

USINESS NAME AND MAILING ADDRESS

GURR PROFESSIONAL SERVICES, INC
GURR PROFESSIONAL SERVICES, INC
135 VAN FLEET CT
AUBURNDALE, FL 33823-2019

CODE	ACTIVITY TYPE
540190	PROFESSIONAL ENGINEER
540220	PROFESSIONAL GEOLOGIST

SIGN HERE **Annette.Gurr@Gurr.US**

GNATURE INDICATES APPLICANT READ AND UNDERSTANDS THE APPLICATION FIDAVIT ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS TRUE AND CORRECT.	**AMOUNT DUE: 155.50**

PAID - 3240855 04/08/2025 OPY **OLP 155.50 GURR PROFESSIONAL SERVICES, INC**

For Your Information: What You Need To Know About Tangible Personal Property

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser`s Office by April 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all business

Tab 5

Certified Woman or Minority Business Enterprise

Certified Woman or Minority Business Enterprise

Gurr Professional Services, Inc. is a woman-owned business, but it is **not** Certified Woman or Minority Business Enterprise.

Tab 6

Interactions with County and Regulatory Agency Staff

Interactions with County and Regulatory Agency Staff

The GPSI staff has been involved in reviewing numerous Development of Regional Impact applications for the Central Florida Regional Planning Council, Hillsborough County, Hardee County, and Polk County for Mining, Chemical Plant expansions, gypsum stack expansions, gypsum stack repairs. These permitting projects are generally multi-discipline permitting activities involving land use mapping, soils surveys, soil strengths, water shed mapping, impacts of proposed development on storm water flow, vegetation surveys, and wetland delineations. Each of various aspects of the evaluation/identification for the project being developed or monitored during and after construction/operation involves coordination with many regulators.

In addition to phosphate projects, we provide services related to other types of projects including, but not limited to subdivisions, boat docks and boat ramps, Environmental Resource Permit (ERP), seawalls, water use, and wetlands. We interact with the various Water Management District agency staff related to approving and issuing the required permits.

We work with the Department of Environmental Protection and the Polk County Health Department for projects that involve the remediation of petroleum contamination and other contaminated sites.

The permitting process requires an understanding of the necessary components of each permit and effective communication with the agency staff throughout the entire process to reduce the time required by the agency to issue the permit. We maintain good working relationships with County and other state and local regulatory agencies.

Tab 7

Surveys of Past Performance

Survey Questionnaire – Polk County

RFP 25-294, 3rd Party Review of Phosphate Land Development Applications

To: Chanda Bennett (Name of Person completing survey)

Polk County (Name of Client Company/Consultant)

Phone Number: (863) 534-6484 Email: ChandaBennett@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Mosaic New Wales Gypsum Stack Level 2

Name of Vendor being surveyed: Gurr Professional Services, Inc.

Cost of Services: Original Cost: $35,000 Ending Cost: $35,000 +14,497

Contract Start Date: 1/20/21 Contract End Date: 9/22/21

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	8
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	8
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Chanda Bennett

Signature of Evaluator: Chanda Bennett

Please fax or email the completed survey to: Mike-Gurr@Gurr.us

Survey Questionnaire – Polk County

RFP 25-294, 3rd Party Review of Phosphate Land Development Applications

To: Chanda Bennett (Name of Person completing survey)

Polk County (Name of Client Company/Consultant)

Phone Number: (863)534-6484 Email: ChandaBennett@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Mosaic Green Bay Phosphogypsum Stack Reactivation

Name of Vendor being surveyed: Gurr Professional Services, Inc.

Cost of Services: Original Cost: $35,000 Ending Cost: $35,000

Contract Start Date: 10/06/20 Contract End Date: 5/14/21

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	8
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	8
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Chanda Bennett

Signature of Evaluator: Chanda Bennett

Please fax or email the completed survey to: Mike.Gurr@Gurr.us

Survey Questionnaire – Polk County

RFP 25-294, 3rd Party Review of Phosphate Land Development Applications

To: Chanda Bennett (Name of Person completing survey)

Polk County (Name of Client Company/Consultant)

Phone Number: (863) 534-6484 Email: ChandaBennett@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Mosaic Level 2 Green Bay Construction Phase/Area 2,5

Name of Vendor being surveyed: Gurr Professional Services, Inc.

Cost of Services: Original Cost: $35,000 Ending Cost: $35,000

Contract Start Date: 1/5/21 Contract End Date: 5/27/21

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	8
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
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Printed Name of Evaluator Chanda Bennett

Signature of Evaluator: Chanda Bennett

Please fax or email the completed survey to: Mike.Gurr@Gurr.US

Survey Questionnaire – Polk County

RFP 25-294, 3rd Party Review of Phosphate Land Development Applications

To: Chanda Bennett (Name of Person completing survey)

Polk County (Name of Client Company/Consultant)

Phone Number: (863)534-6484 Email: Chanda.Bennett@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Mosaic Green Bay Gypsum Stack Expansion Level 2

Name of Vendor being surveyed: Gurr Professional Services, Inc.

Cost of Services: Original Cost: $35000 Ending Cost: $32,500

Contract Start Date: 8/16/2023 Contract End Date: 09/24/2024

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	8
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	8
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Chanda Bennett

Signature of Evaluator: Chanda Bennett

Please fax or email the completed survey to: Mike.Gurr@Gurr.us

Survey Questionnaire – Polk County

RFP 25-294, 3rd Party Review of Phosphate Land Development Applications

To: Chanda Bennett (Name of Person completing survey)

Polk County (Name of Client Company/Consultant)

Phone Number: (863) 534-6484 Email: ChandaBennett@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Level 2 Review to Authorize Constraction of Gypsum Stack

Name of Vendor being surveyed: Gurr Professional Services, Inc.

Cost of Services: Original Cost: $35,000 Ending Cost: $35,000

Contract Start Date: March 12, 2025 Contract End Date: estimated 6/30/25

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	8
3	Quality of workmanship	(1-10)	9
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12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Chanda Bennett

Signature of Evaluator: Chanda Bennett

Please fax or email the completed survey to: Mike.Gurr@Gurr.US

EXHIBIT B
Gurr Professional Services, Inc.
STANDARD SCHEDULE OF CHARGES

Presented below is a summary of our charges on an hourly and unit basis

Category	Billing Rate Range		Units
Office Support	$ 60.00	$ 100.00	per hour
Secretarial l/ Clerical / Admin Assist	$ 75.00	$ 125.00	per hour
Document Preparation- QA/QC	$ 125.00	$ 200.00	per hour
Field Support	$ 80.00	$ 125.00	per hour
Technician Draftsman-GIS	$ 80.00	$ 125.00	per hour
Engineer / Scientist	$ 80.00	$ 125.00	per hour
Staff Engineer / Scientist	$ 90.00	$ 140.00	
Project Engineer / Scientist / Hydrologist	$ 90.00	$ 150.00	per hour
Senior Project Engineer / Scientist / Hydrogeologist	$ 100.00	$ 160.00	per hour
Senior Engineer / Scientist / Hydrogeologist	$ 125.00	$ 170.00	per hour
Managing Engineer / Scientist / Hydrologist	$ 125.00	$ 180.00	per hour
Consultant / Associate	$ 140.00	$ 280.00	per hour
Senior Consultant / Associate	$ 160.00	$ 300.00	per hour
Managing Consultant / Associate	$ 160.00	$ 300.00	per hour
Expert Witness	$ 160.00	$ 300.00	per hour

Fran McAskill
Director
Procurement Division

330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1.	Subcontractor Services	Actual Costs
2.	Special Consultants	Actual costs
3.	Computer Services	Non-reimbursable
4.	Travel Expenses	In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook.
5.	Postage, Fed Express, UPS	Actual Costs
6.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs

Agenda Item R.12. 8/5/2025

SUBJECT

Approve Subcontract Fiscal Year 2025-2026 between the Ounce of Prevention Fund of Florida, Healthy Families Florida, and Polk County, a political subdivision of the State of Florida (Healthy Families Polk). ($1,571,553 one-time revenue and $1,728,571 one-time cash match contribution)

DESCRIPTION

On December 8, 1998, the Board approved the initial contract to partner with The Ounce of Prevention Fund of Florida, Healthy Families Florida to support Healthy Families Polk, which is a home visitation program that promotes positive parenting, self-sufficiency, healthy child development and prevents poor childhood outcomes such as abuse and neglect.

Subcontract Fiscal Year 2025-2026 will renew The Ounce of Prevention Fund of Florida contract effective July 1, 2025, through June 30, 2030.

The Ounce of Prevention Fund of Florida through Healthy Families Florida will provide base funding of $1,446,553 and a one-time non-reoccurring amount of $125,000.
The County (Healthy Families Polk) will provide and maintain the minimum required cash match of $361,639 plus an additional $1,366,932 in order to fund the County’s ongoing salary plan.

RECOMMENDATION

Request board approval of the Subcontract Fiscal Year 2025-2026 the Ounce of Prevention Fund of Florida, Healthy Families Florida, and Polk County, a political subdivision of the State of Florida, for the provision of Healthy Families Polk services.

FISCAL IMPACT

Funds are budgeted in the Special Revenue Grant Fund and General Fund.

CONTACT INFORMATION

Name: Shaneal Allen
Title: Program Manager
Division: Health and Human Services
Phone: 863-534-5315
E-Mail Address: shanealallen@polk-county.net

Services:	X	Client		Non-Client
Type:	X	Subrecipient		Contractor
Funds:	X	Federal	X	State

THE OUNCE OF PREVENTION FUND OF FLORIDA

SUBCONTRACT FISCAL YEAR 2025-2026

THIS SUBCONTRACT is entered into between the Ounce of Prevention Fund of Florida, hereinafter referred to as "OPFF," and Healthy Families Florida, hereinafter referred to as "HFF", and Polk County, a political subdivision of the State of Florida (HF Polk), hereinafter referred to as the "Provider", for the provision of Healthy Families Florida as outlined below:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1. Purpose and Contract Amount

The **OPFF/HFF** is engaging the Provider to offering a prevention program that uses intensive home visiting services to meet the needs of a family. The program is designed to improve the development and life outcomes of children and to preserve and strengthen families with a primary emphasis on the prevention of child maltreatment, in accordance with the terms and conditions specified in this Subcontract including all attachments and exhibits, which constitute the Subcontract document as further described in Section 2. Payable as provided in Section 3 hereof, with an annual amount not to exceed **$1,571,553.00,** as allocated below:

- Ounce of Prevention Base Grant amount $**1,446,553.00,**
- Ounce of Prevention One-time non-recurring amount of **$125,000.00,**

All funding is subject to the availability of funds. This grant amount will cover Fiscal Year **2025-2026** as further described in Section 3 hereof, payable as provided in Section 3.1. Fiscal Year grant amount will be contingent upon the Florida Legislature approved budgets. Any costs or services paid for under any other Subcontract or from any other source are not eligible for payment under this

1.1.1 Cash and In-Kind Contributions

1.1.1.1. The Provider shall provide and maintain a minimum of **$361,639,** which represents a twenty-five percent (25%) contribution towards the OPFF/ HFF grant funds for the HFF program. The 25% required contribution will apply to Fiscal Year **2025-2026**. The Provider's cash and in-kind contribution for the Fiscal Year **2025-2026** subcontract period is $**1,728,571.00** which represents **119.5%** percent (%) of the OPFF/HFF grant funds.

1.1.1.2. If the Provider is unable to meet the minimum requirement of the cash and/or in-kind contribution, the Provider must submit a letter with this Subcontract justifying why the site is unable to meet the minimum requirement. Organizations providing cash or in-kind contributions must submit a letter on their organization's letterhead signed by an authorized official of the organization with the contract or amendment.

1.2. Effective and End Date

1.2.1. This Contract shall be effective **July 1, 2025,** or the last party signature date, whichever is later (Effective Date). The service performance period under this Contract shall commence on **July 1, 2025,** or the Effective Date of this Contract, whichever is later, and shall end at midnight, Eastern time, on **June 30, 2030** (End Date), subject to the survival of terms provisions of 7.4. Any earlier termination of this Contract amends the End Date.

1.2.2. This Subcontract will be amended annually based on availability of State Funds and satisfactory outcomes and performance. If this Subcontract is renewed, the HFF grant funding will be based on the budget approved by the Florida Legislature.

1.2.3. This Subcontract may be renewed in accordance with §§287.057(14) or 287.058(1)(g), Florida Statutes (F.S.).

1.3. Official Payee and Party Representatives

1.3.1. Per section 402.7305(1)(a), Florida Statutes (F.S.), the Contract Specialist is the primary point of contact through which all contracting information flows between the OPFF and the Provider.

1.3.2. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party prior to the change.

1.3.3. Changes to contact information for persons identified in 1.3 can be by Notice.

a. Lead Agency Organization Name	Polk County, a political subdivision of the State of Florida
b. The lead agency representative name, organization name, mailing address and contact information of the official representative (the **lead agency person** who is to be **contacted regarding the contract**):	Lead Agency Representative's Name: Marcia Andresen
	Address: HS06, P. O. Box 9005
	City/State/Zip Code: Bartow, FL 33813
	Phone Number & Ext: 863-534-5303
	Cell Number: 863-581-0395
	Fax Number: 863-519-3709
	E-mail: marciaandresen@polk-county.net
c. The lead agency representative name, organization name, mailing address and contact information of the official representative (the person who is **approved to sign** Subcontracts and amendments):	Lead Agency Signee Name: Rick Wilson, Chairman
	Address: BC01, P. O. Box 9005
	City/State/Zip Code: Bartow, FL 33813
	Phone Number & Ext: 863-534-6434
	Cell Number:
	Fax Number:
	E-mail: Rickwilson@polk-county.net
d. The name of contact person, address, telephone, and email address where the Provider's **financial** and administrative records are maintained:	Fiscal Contact's Name: Teresa GIisson Interim
	Address: HS06, P. O. Box 9005
	City/State/Zip Code: Bartow, FL 33813
	Phone Number & Ext: 863-534-5238
	Cell Number:
	Fax Number: Fax (863) 519-8512
	E-mail: (863) 519-2076
e. The name of the Payee Organization (who we **write the check** to):	Payee Organization Name: Polk County a political subdivision of the State of Florida
	Address: HS06, P. O. Box 9005
	City/State/Zip Code: Bartow, FL 33813
	Phone Number & Ext: 863-534-5569

	Fax Number: 863-519-3709
	E-mail: TeresaGlisson@polk-county.net
f. The name, address, telephone number, fax number and e-mail of the representative responsible for administration of the HFF **ACUB** program (this should be the **Program Manager**), under this Subcontract:	Program Manager's Name: Shaneal Allen
	Address: HS10, P. O. Box 9005
	City/State/Zip Code: Bartow, FL 33813
	Phone Number & Ext: 863-534-5315
	Cell Number: 863 559-8962
	Fax Number: 863-534-7042
	E-mail: shanealallen@polk-county.net
g. The name, address, telephone number, fax number and e-mail of the **ACUB backup** representative **(add position title)** responsible for administration of the HF program under this Subcontract:	Back-Up Contact's Name: Minelia Berrios-Gonzalez
	Address: HS10, P. O. Box 9005
	City/State/Zip Code: Bartow, FL 33813
	Phone Number & Ext: 863-534-5258
	Cell Number: 863 289-1037
	Fax Number: 863-534-7042
	E-mail: mineliaBerrios-Gonzalez@polk-county.net
h. The contact information of the **Training Contact is the same as the Program Manager**	
i. The name, address, telephone number, fax number and e-mail address of the Contract Specialist for this Subcontract are:	Suzie Godfrey, HFF Senior Contract Specialist
	Healthy Families Florida
	111 North Gadsden Street, Suite 100
	Tallahassee, Florida 32301-1507
	Phone: 850-782-4038
	Fax: 850-488-5562
	Deliverables: Hffdeliverables@ounce.org
	E-mail: sgodfrey@ounce.org

1.4. Notices

Unless stated otherwise, Notices between the Provider and the OPFF regarding this Contract shall be in writing and directed to the Senior Contract Specialist (sgodfrey@ounce.org) or Provider Representative by certified mail, courier service, email, personal delivery, or as identified by the OPFF. Notices will be deemed received upon actual receipt.

1.5. Subcontract Document

1.5.1 The headings contained in this Subcontract are for reference purposes only and shall not affect the meaning of this Subcontract.

1.5.2 Any telephone numbers and hyperlinks in this Subcontract are supplied to put the Provider on notice, such telephone numbers and hyperlinks existed at the time of this Contract's entry. It is the Provider's duty to stay abreast of any updates to such telephone numbers and hyperlinks without amending this Subcontract.

1.5.3 In this Subcontract "business days" refers to those days that are not weekends, do not fall under §110.117(1) – (2), F.S., or are administrative closures declared by the Governor. "Days," without modification, are calendar days.

1.5.4 The terms and conditions set forth in this Subcontract that conflict with PUR 1000 constitutes special contract conditions as contemplated by Rule 60A-1.002, Florida Administrative Code (F.A.C.).

1.6. Subcontract Composition

1.6.1. This Subcontract is composed of the documents listed in this section. In the event of any conflict between the documents, the documents shall be interpreted in the following order of precedence:

1.6.1.1. Sections 1 through 11

1.6.1.2. Exhibits A through E;

1.6.1.3. Any documents incorporated into any exhibit by reference, or included as a subset thereof;

1.6.1.4. Part 1 of this Subcontract, including Standard Contract Definitions, located at: https://myflfamilies.com/sites/default/files/2022-11/GlossaryofContractTerms.pdf

1.6.1.5. The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9 hereof, as provided therein.

1.6.1.6. Attachments 1 through 40;

1.6.1.7. PUR 1000 Form, located at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms; and

1.6.1.8. Any incorporated attachments submitted by the OPFF/HFF

1.7. MyFloridaMarketPlace Transaction Fee

This Contract is exempt from the MyFloridaMarketPlace transaction fee.

2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Subcontract. Unless otherwise provided in the procurement document or governing law, the OPFF reserves the right to increase or decrease the volume of services and to add incidental tasks or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the OPFF to the extent it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

2.1. Scope of Work - The Scope of Work is described in Exhibit B.

2.2. Task List - The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

2.3. Deliverables - The deliverables are described in Exhibit D.

2.4. Performance Measures

2.4.1. Performance Measures for Acceptance of Deliverables. The performance measures for acceptance of deliverables are set forth in Exhibit E.

2.4.2. Minimum Performance Measures. To avoid subcontract termination, the Provider's performance must meet the minimum acceptable level of performance set forth in Exhibit E,

regardless of any other performance measures in this Subcontract. During any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, the OPFF may delay or deny payment for deliverables and also apply financial consequences. By execution of this Subcontract the Provider hereby acknowledges and agrees that its performance under the Subcontract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these standards, OPFF, at its exclusive option, may allow a reasonable period for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of OPFF within the prescribed time, and if no extenuating circumstances can be documented by the Provider to OPFF satisfaction, OPFF must terminate the Subcontract. OPFF has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these standards, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

3. PAYMENT, INVOICE AND RELATED TERMS

The OPFF pays for services performed by the Provider during the service performance period of this Subcontract according to the terms and conditions of this Subcontract in an amount not to exceed that set forth in Section 1.1 hereof, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Subcontract, payment shall be made only upon written acceptance of all services per 3.1 by the OPFF/HFF and shall remain subject to subsequent audit or review to confirm subcontract compliance. The State of Florida's performance and obligation to pay under this Subcontract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Subcontract.

3.1. Prompt Payment

Per §215.422, F.S., the OPFF has five business days to inspect and approve goods and services, unless the bid specifications, purchase order, or this subcontract elsewhere specifies otherwise. The OPFF determination of acceptable services shall be conclusive. The OPFF receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Specialist. For any amount that is authorized for payment but is not available within 40 days, measured from the latter of the date a properly completed invoice is received by the OPFF or the goods or services are received, inspected, and approved (or within 35 days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in §215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment.

3.2. Method of Payment

The Provider shall be paid in accordance with Exhibit A, Section 3, Method of Payment and Invoices. This is a cost reimbursement contract and is contingent upon availability of funds. OPFF shall pay the Provider for the delivery of service units provided in accordance with the terms and conditions of the subcontract.

3.3. Invoices

3.3.1. Generally. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Subcontract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Subcontract. See Exhibit A, Section 3 for Fiscal Workbook breakdown. Any payment due under the terms of this Subcontract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by OPFF.

3.3.2. The Provider shall submit invoices for payment, including any permitted travel expenses in this Subcontract, in accordance with §287.058(1)(a) – (b), F.S.

3.3.3. The OPFF will not pay any invoice for payment received more than 30 days after this

Subcontract ends or is terminated. Any payment due may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the OPFF.

3.3.4. Final Invoice. The final invoice for payment shall be submitted to OPFF no more than 30 days after the Subcontract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and OPFF will not honor any requests submitted after the aforesaid time period.

3.4. Financial Consequences

If the Provider fails to perform in accordance with this Subcontract or perform the minimum level of service required by this Subcontract, the OPFF will apply, at a minimum, financial consequences under §§287.058(1)(h) and 215.971(1)(c), F.S., as well as those provided for in 6.1. Other financial consequences directly related to the deliverables under this Subcontract are defined in Exhibit F. The foregoing does not limit the OPFF's use of additional financial consequences, including refusing to make payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent this Subcontract so provides, or termination of this Subcontract per 6.2 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined erroneous, is immediately due as an overpayment in accordance with 3.5, to the extent of such error.

The following financial consequences apply in addition to the Financial Consequences provided in Section 6.1.

3.4.1. In addition to the financial penalties set out in Rule 65-29.001, F.A.C., for failure to comply with a requirement for corrective action, OPFF shall assess financial consequences for failure to meet the performance measures outlined in section 6.1.

3.4.2. Upon OPFF's decision to impose financial consequences, written notification will be sent to the Provider. Notification will outline the performance measures for which financial consequences are being imposed, OPFF's concerns, the amount of the financial consequence and the month the deduction will be made on the invoice. The OPFF Accountant will deduct the amount of financial consequences imposed from the Provider's next monthly invoice as specified in the written notification.

3.4.3. In the event that an extenuating circumstance beyond the control of the Provider affects the timely submission of a service unit, the Provider may request an extension of that specific due date as follows:

3.4.3.1. Extenuating circumstances will not be considered for the late submission of the final invoice as described in Section 3.2.2.

3.4.3.2. The Provider's representative possessing contract signature authority shall attest to and document the extenuating circumstance to the OPFF Accountant by the specified due date of the deliverable or service unit on Provider letterhead.

3.4.3.3. This written request shall detail the steps that the Provider has put into place to submit the required deliverable or service unit timely and provide a specific proposed due date for submission of the late deliverable or service unit.

3.4.3.4. This individual shall also detail the steps to avoid a future recurrence of such extenuating circumstance.

3.4.3.5. Submission of said attestation to the OPFF Accountant does not constitute acceptance of the attestation.

3.4.3.6. It is specifically intended by the parties that acceptance, in writing by the Contract Specialist, of the required attestation documenting the extenuating circumstance beyond the control of the Provider shall constitute a separate act and shall occur, if at all, within seven (7) calendar days following receipt of the attestation.

3.4.3.7. Barring the OPFF's acceptance of extenuating circumstances beyond the control of the Provider, the OPFF Accountant shall assess financial consequences against the Provider for each performance measure not met.

3.4.4. Submission of an unacceptable invoice, supporting documentation, or report:

3.4.4.1. An unacceptable invoice or supporting documentation contains inaccurate or incomplete information or supporting documentation as specified**.**

3.4.4.2. An unacceptable report contains inaccurate or incomplete information or data and relates to any report the Provider is required to submit. The report may relate to tasks, activities, deliverables, data collection or analysis, or performance measures as specified in **Section C-2.6.**, Reports.

3.4.4.3. Financial Consequences will be assessed for the quarter that performance measures are not met.

3.5. Overpayments and Offsets

The Provider shall return erroneous payments, overpayments, or payments disallowed by this subcontract (including payments made for services subsequently determined by the OPFF to not be in full compliance with this Subcontract's requirements) or law, including interest at a rate established per §55.03(1), F.S., within 30 days after discovery by the Provider, audit, or the OPFF. The OPFF may recover against such payments by deduction from subsequent payments under this or any other subcontract with the Provider, or any other lawful method. If this Subcontract involves federal or state financial assistance, the following applies: The Provider shall return to the OPFF unused funds, accrued interest earned, and unmatched grant funds within 30 days of the end date.

3.6. Rural Opportunities

If the Provider is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in §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 Contract to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting the criteria, the Provider may elect in writing to exercise this provision as defined in §215.971(1)(h), F.S.

4. GENERAL TERMS AND CONDITIONS

4.1. Legal Compliance

4.1.1. The Provider shall comply with, and ensure its subcontractors, and others it arranges to provide deliverables comply with:

4.1.1.1 Applicable laws, rules, codes, ordinances, certifications, licensing requirements, Department of Children and Families (herein referred to as Department and/or the Department) and the Department's Children and Families Operating Procedures (CFOP);

4.1.1.2 Department of Financial Services' (DFS) "Reference Guide for State Expenditures" and active DFS Comptroller or Chief Financial Officer Memoranda. If this subcontract is funded by state financial assistance, those funds may only be used for allowable costs between the Effective Date and the End Date. Absent the OPFF's authorization, unused state financial assistance funds must be returned to the OPFF;

4.1.1.3 Support for individuals with a disability or with limited English proficiency. The Provider and its subcontractors shall comply with CFOP 60-16, located at: https://www.myflfamilies.com/resources/policies-procedures/cfop-060-human-resources, which includes completing the Civil Rights Compliance Checklist, (Form CF 946) annually and submitting for each fiscal year contract/amendment;

4.1.1.3.1. Single-Point-of-Contact - If the Provider or any of its Subcontractors employs 15 or more employees, the Provider and all Subcontractors (if applicable) shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4.

4.1.1.3.2. Single-Point-of-Contact Information - The name and contact information for the Provider's and Subcontractor's Single-Points-of-Contact shall be furnished to the Subcontract Specialist using **Attachment 7-Single-Points-of-Contact** Information with the executed Subcontract and within five (5) calendar days of any Single-Point-of-Contact change. Submit to the Subcontract Specialist at Hffdeliverables@ounce.org.

4.1.1.3.3. Single-Point-of-Contact Compliance - The Provider shall, Sub-contractually require that its Subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each Subcontractor that employs 15 or more employees. This Single-Point-of-Contact will coordinate activities and reports with the Provider's Single-Point-of-Contact.

4.1.1.3.4. Single-Point-of-Contact Compliance Data - The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by 12 noon Eastern time on the **3rd** calendar day of the month (unless the 3rd falls on Saturday, Sunday or a Holiday, then it will be due the previous business day), covering the previous month's reporting, and forward confirmation of submission to the Contract Specialist at Hffdeliverables@ounce.org.

4.1.1.3.5. The Single-Point-of-Contact Duties

4.1.1.3.6.1 This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

4.1.1.3.6.2 Shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4.

4.1.1.3.6.3 Employees of providers and their Subcontractors with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

4.1.1.3.6.4 The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice is available at: https://www.myflfamilies.com/general-information/office-civil-rights/

4.1.1.3.6. Foundations of Disability Rights Online Training and Attestation - The Department requires each Contract/Subcontract Provider agency's direct service employees to complete **Foundations of Disability Rights Online training** and sign **Attachment 16 – Foundations of Disability Rights Attestation**. The training and the attestation must be completed upon hire and within three weeks of update notification from HFF Central Office. Direct service employees performing under this Subcontract will also print their certificate of completion, attach it to their Attestation of Understanding (http://www.dcf.state.fl.us/admin/training/docs/DCF%20Attestation%20Form.pdf), and maintain them in their personnel file. The training is located in the MyFLLearn system. https://www.myflfamilies.com/services/child-family/child-and-family-well-being/my-fl-learn.

4.1.1.3.7. Foundations of Disability Rights On-Line Training - The Provider must submit an original notarized **Attachment 21- Letter of Affidavit for DCF Required On-line Training** to Hffdeliverables@ounce.org within three (3) weeks of update notification from HFF Central Office attesting that **all** employees, including HFF Grant, Subcontracted and Contribution funded staff, have completed the Foundations of Disability Rights, online training. The affidavit also attests that the completed certificates and signed attestations forms have been printed and are maintained in each employees personnel file. The contract specialist will send the templated

Attachment 21- Letter of Affidavit for DCF Required On-line Training out upon DCF notification of updated training.

4.1.1.3.8. Compliance Report - Even if no services to the deaf or hard-of-hearing were provided, the Provider shall submit compliance reports online at https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html by 12 noon Eastern time on the **3rd** calendar day of the month (unless the 3rd falls on Saturday, Sunday or a Holiday, then it will be due the previous business day). The Provider will receive a verification email that must be forwarded, by 12 noon Eastern Time on the **3rd** calendar day of the month to (Hffdeliverables@ounce.org). Back-up documentation must also be submitted in the following instances:

4.1.1.3.9.1 The participant/companion requested auxiliary aid and it was not provided

4.1.1.3.9.2 The auxiliary aid or service provided did not meet the expectations of the participant/companion or staff

4.1.1.3.9.3 The communication was not found to be effective

4.1.1.3.9.4 The requested auxiliary aid or service was denied

4.1.1.3.9.5 When requested by the Department or Health and Human Services

4.1.1.3.9. Customized Auxiliary Aids and Services Plan - The Provider and its Subcontractors must develop a Customized Auxiliary Aids and Services Plan using the local resources. The Auxiliary Aids and Services Plan must include the responsibilities of the Single-Point-of-Contact and procedures to be followed in providing services to the deaf and hard-of-hearing. This plan must also meet the requirements of the Health and Human Services Settlement Agreement, located at http://www.dcf.state.fl.us/admin/servicedelivery/docs/HHS_SettlementAgreement-Signed1262010.pdf. The Auxiliary Aids and Services Plan must be submitted to HFF Deliverables hffdeliverables@ounce.org no later than close of business July 30 of each state fiscal year of the Subcontract.

4.1.1.3.10. Documentation of Preferred Method of Communication - The Provider and its Subcontractors shall document the customer's or companions preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Provided on the Customer or Companion Communication Assessment and Auxiliary Aid and Service Record, located at https://www.myflfamilies.com/service-programs/deaf-and-hard-hearing/docs/DCFStatewideAuxiliaryAidsandServicesPlan.pdf .

4.1.1.3.11. Documentation, with supporting justification, must also be made if any request was not honored. This form must be completed at the time of assessment and each time a service is provided for participants and/or companions that are deaf or hard-of-hearing. For families that were assessed, but not enrolled, the original should be kept with the assessment and a copy sent to the Provider's Single-Point-of-Contact. For families that enroll, originals must be maintained in the participant file and copies sent to the Provider's Single-Point-of-Contact.

4.1.1.3.12. Customer/Companion Feedback - The Provider shall distribute the Customer/Companion Feedback Form located at https://www.myflfamilies.com/general-information/office-civil-rights/ to customers or companions, and provide assistance in completing the forms as requested by the customer or companion. For participants on all levels except 3 and 4, the form shall be provided on the last visit of the month. For participants on levels 3 and 4, the form shall be provided during each visit. These forms shall be submitted to the Office of Civil Rights.

4.1.1.3.13. HFF Limited Authorization for Exchange of Information - If customers or companions are referred to other agencies and the receiving agency has been included on the signed HFF Limited Authorization for Exchange of Information form, the Provider must ensure that the receiving agency is notified of the customer's or

companion's preferred method of communication and any auxiliary aids/service's needs.

4.1.1.3.14. Documentation - For each deaf or hard-of-hearing individual that enrolls or if the participant's companion is deaf or hard-of-hearing, the communication plan on the second page of the Customer or Companion Assessment and Auxiliary Aid and Service Record must be filled out during the first home visit and any time the plan needs to be updated.

4.1.1.3.15. Interpreter Services - The Provider must offer free interpreter services to all participants and their companions if either are deaf or hard-of-hearing. If a participant or companion accepts or refuses the free aid offered, the Customer or Companion Request for Free Communication Assistance or Waiver of Free Communication Assistance form, located at https://www.myflfamilies.com/general-information/office-civil-rights/ should be completed when offered and any time there is a change in the communication preference. This form should be maintained in the participant file with a copy sent to the Provider's Single-Point-of-Contact.

4.1.1.4 Civil Rights Compliance Checklist - If employing fifteen or more employees, the Provider shall complete **Attachment 6-Civil Rights Compliance Checklist** Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

4.1.1.5 Improvements - Funds provided under this Contract for the purchase of or improvements to real property are contingent upon the Provider granting the State a security interest in the property at least to the amount of the State funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of funds for this purpose, if the Provider disposes of the property before the State's interest is vacated, the Provider shall refund the pro-rata share of the State's initial investment [(initial investment) x (length of time from purchase to disposal/the term of the security interest)]; and

4.1.1.6 If the Provider has one or more contracts for services with the Agency for Persons with Disabilities, or the Departments of Health, Elder Affairs, or Veteran's Affairs, the Provider shall provide the following by Notice on each of those contracts:

4.1.1.6.1. The name of the issuing state agency and the applicable office or program;

4.1.1.6.2. Identifying name and number;

4.1.1.6.3. Starting and ending date;

4.1.1.6.4. Total dollar amount;

4.1.1.6.5. Purpose and the types of services provided; and

4.1.1.6.6. Name and contact information for the state agencies' Contract Manager.

4.2. Certifications and Attestations

4.2.1. Common Carrier. If the Provider is a common carrier or any of its subcontractors are a common carrier, the Provider and/or its subcontractors must complete **Attachment 39-Common Carrier Attestation** (PUR 1808) as required by §908.111, F.S. and Rule 60A-1.020, F.A.C. (PUR 1808 does not apply where the provider is not a "Common Carrier or contracted carrier). A violation of the attestation by the Provider or subcontractor shall be grounds for termination with cause. Extensions, amendments, and renewals are subject to the requirements of §908.111, F.S.

4.2.2. Foreign Countries of Concern Prohibition. If the Provider has access to an individual's Personal Identifying Information as defined in Rule 60A-1.020, F.A.C, and §501.171, F.S. the Provider and/or its subcontractors must complete **Attachment 38- Foreign Countries of Concern Attestation** (PUR 1355) as required by §287.138, F.S. and Rule 60A-1.020, F.A.C. A violation by the Provider or subcontractor shall be grounds for consequences as provided in §287.138, F.S. Extensions and renewals are subject to the requirements of §287.138, F.S. PUR 1355 does not apply where the provider is a Florida County or State Agency.

4.2.3. Sudan, Iran, Cuba, Syria, and Israel Certifications. Where applicable, in compliance with §287.135(5), F.S., the Provider certifies, by execution of this agreement, the Provider is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

4.2.4. Certification Regarding Lobbying. If this Contract contains Federal funding in excess of $100,000, the Provider certifies clauses 4.2.4.1 – 4.2.4.3. If an Amendment to this contract causes the Federal funding to exceed $100,000, the Provider must, prior to amendment execution, complete **Attachment 5 - Certification Regarding Lobbying** form, and return it to the Contract Manager.

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

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

4.2.4.3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4.3. Use of Funds for Lobbying Prohibited

Contract funds are not used for lobbying the Legislature, the judicial branch, or a State Agency. §§11.062 and 216.347, F.S.

4.4. Use of Funds for Diversity, Equity, and Inclusion Prohibited

No State funding under this Subcontract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

4.5. Coercion for Labor or Services Prohibited

In accordance with §787.06(13), F.S., under penalty of perjury, the Provider's duly authorized official and signatory hereof, declares the Provider does not use coercion for labor or services as those terms are defined in §787.06(2), F.S.

4.6. Independent Contractor, Subcontracting and Assignments

4.6.1. In performing its obligations under this Subcontract, the Provider is an independent subcontractor

and not an officer, employee, or agent of the State of Florida or OPFF, except where the Provider is a State agency. The Provider, its agents, employees, subcontractors, or assignees shall not represent to others they are agents of or have the authority to bind the Department or OPFF by virtue of this subcontract, unless specifically authorized in writing to do so. This Subcontract does not create any right of any individual to OPFF or State retirement, leave benefits or any other benefits of State employees due to performing the duties or obligations of this Subcontract.

4.6.2. The Department/OPFF will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department/OPFF in this Subcontract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees are the sole responsibility of the Provider and its subcontractors. No joint employment is intended and regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone are responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.6.3. The Provider shall not assign its responsibilities under this Subcontract to another party, in whole or in part, without prior written approval of the Department/OPFF. Such assignment occurring without prior approval of the Department/OPFF shall be null and void.

4.6.4. Additional Terms if Subcontracting is Permitted

4.6.4.1 The Provider cannot subcontract for any of the work contemplated under this Subcontract without the Department/OPFF's prior written approval. The Provider shall take all actions necessary to ensure each subcontractor of the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida or OPFF.

4.6.4.2 The Provider is responsible for all work performed and for all commodities produced pursuant to this subcontract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees the Department/OPFF shall not be liable to the subcontractor in any way or for any reason relating to this Subcontract.

4.6.4.3 The Provider shall include the substance of all clauses contained in this Subcontract relevant to subcontractor compliance in all subcontracts and any sub-subcontracts.

4.7. Indemnity

4.7.1. This is the sole term covering indemnification. No other indemnification clause applies to this Subcontract. The Provider shall indemnify the OPFF and the Department, where indemnification is not limited by law, as follows:

4.7.1.1 Personal Injury and Damage to Real or Tangible Personal Property.

The Provider shall be fully liable for, and fully indemnify, defend, and hold harmless the OPFF, the State, the Department, and their officers, agents, and employees, from any suits, actions, damages, attorneys' fees, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property allegedly caused in whole or in part by the Provider, provided however, the Provider need not indemnify, defend and hold harmless the OPFF, the State or the Department for that portion of any loss or damages proximately caused by the negligent act or omission of the OPFF, the State, the Department, and their officers, agents, and employees. However, should conflict arise between the terms of this agreement and §§39.011, 394.9085, and 409.993, F.S., these statutory provisions control.

4.7.1.2 Intellectual Property Liability.

The Provider shall fully indemnify, defend, and hold harmless the OPFF, the State, the Department, and their officers, agents, and employees from any suits, actions, damages, attorney's fees, and costs of every name and description, arising from or relating to violation or infringement of a trademark, copyright, patent, trade dress, trade secret or other intellectual property right. This intellectual property liability indemnification obligation will not apply to the Department/OPFF's misuse or modification of the

Provider's products or the Department/OPFF's operation or use of the Provider's products in a manner not contemplated by this Subcontract. If any product is the subject of an infringement suit, or in the Provider's opinion, is likely to become the subject of such a suit, the Provider shall, at its sole expense, procure for the OPFF and the Department the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the OPFF and the Department the right to continue using the product, the Provider shall remove the product and refund the OPFF and the Department the amounts paid more than a reasonable rental for past use. The OPFF. the State and the Department will not be liable for any royalties, or licensing fees, not included in this Subcontract.

4.7.1.3 Actions Related to this Contract.

The Provider shall fully indemnify, defend, and hold harmless the OPFF, the State and the Department, and their officers, employees, and agents from any suits, actions, damages, fines, claims, assessments, attorney's fees, and costs of every name and description, arising from or relating to any acts, actions, breaches, neglect, or omissions of the Provider related to this Subcontract, as well as for any determination arising out of or relating to this Subcontract that the Provider is not an independent contractor vis-a-vis the Department.

4.7.2. Subcontracts. The Provider shall include in all subcontracts and ensure all resulting subcontracts include the requirement that such resulting contractors indemnify, defend, and hold harmless the OPFF, the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by subcontractors, their officers, employees, agents, partners, subcontractors, assignees, or delegees alleged caused in whole or in part by contracted entities, their agents, employees, partners or subcontractors; provided, however, that contracted entities will not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the OPFF/Department. The Provider shall indemnify, defend, and hold harmless the OPFF, the State and the Department from the consequences of such a breach.

4.7.3. The indemnification requirement in 4.7.1 does not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the OPFF, the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification.

4.7.4. Nothing in this Subcontract constitutes a waiver of sovereign immunity or consent by the OPFF, the Department, or the State, or its subdivisions to suit by third parties or an agreement by the OPFF, the Department, the State, or its subdivisions to indemnify any person.

4.8. Insurance

4.8.1. Workers' Compensation Insurance (WCI). To the extent and degree required by law, the Provider shall self-insure or maintain WCI covering its employees connected with the services provided hereby. The Provider shall require subcontractors provide WCI for its employees absent coverage by the Provider's WCI.

4.8.2. General Liability Insurance. The Provider shall secure and maintain, and ensure subcontractors secure and maintain, Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, and products and completed operations. This insurance will provide coverage for all claims that may arise from the services completed under this Subcontract, whether such services are by the Provider or anyone employed by it. Such insurance shall include the OPFF, the Department (State) as an additional insured for the entire length of this Subcontract. The limits of liability necessary to provide reasonable financial protections to the Provider and the State under this subcontract are listed in section 4.8.5.

4.8.3. Cyber/Network Security and Privacy Liability Insurance. The Provider will, for itself if

providing Cyber/Network solutions or handling confidential information, secure and maintain, and ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.8.4. Authorized Insurers and Documentation. All insurance policies will be with insurers authorized, and through insurance agents licensed, to transact business in the State, as required by chapter 624, F.S., or upon approval of the OPFF with a commercial self-insurance trust fund authorized under §624.462, F.S.

4.8.4.1. The Provider shall provide twenty-five (25) calendar days written notice of cancellation of any insurance required by 4.8 to the OPFF. The Provider shall submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to the OPFF and provide the OPFF 10 days prior Notice of any cancellation or nonrenewal.

4.8.4.2. By September 30, and upon renewal, the Provider shall furnish OPFF written verification supporting both the determination and existence of such insurance coverage for both the site and the Subcontractor.

4.8.5. Minimum Insurance Coverages

Type of Insurance	Minimum Amount Per Claim	Minimum Amount Aggregate
Commercial General Liability	$1,000,000	$3,000,000
Professional Liability	$1,000,000	$3,000,000
Sexual Abuse and Molestation Coverage	$1,000,000	$1,000,000
Cyber/Network Security and Privacy Liability Insurance	The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract	
Automobile Minimum bodily injury (If Applicable)	$100,000 per person	$300,000 per accident
Worker's Compensation	$100,000 per person, $100,000 per accident	$500,000

4.8.6 The minimum insurance coverages and requirement to include OPFF and the Department (State) as additional insured do not apply if the Provider is a state agency or subdivision. In such instances, Provider shall maintain self-insurance against all losses and liabilities to the limitations described in section 768.28, Florida Statutes.

4.9. Notice of Legal Actions

The Provider shall notify the OPFF and the HFF Executive Director within 5 days after becoming aware of potential legal action or immediately upon notice of actual legal actions against the Provider related to services provided by this Subcontract, that may impact deliverables or the Department/OPFF.

4.10. Intellectual Property

4.10.1 Intellectual property rights to all property created or otherwise developed as part of this Subcontract by the Provider (either directly or through a subcontractor) for the OPFF/Department as a work made for hire will be owned by the State. The Provider's title to intellectual property not developed as a work made for hire is unaffected. If software is being created as a work for hire the Provider shall deliver to the OPFF/Department at no additional cost the decompiled source code, data libraries, manuals, documentation, and any other data or material necessary for the software to function as intended and be replicated and modified. If

software or other intellectual property is not a work for hire, but is developed through performance of services under this Subcontract, the State of Florida is granted a perpetual, non-exclusive, non-assignable, royalty-free license to use, copy and modify such intellectual property for state business by any of the State of Florida's departments, subdivisions, or agents.

4.10.2 A thing capable of being trademarked developed in anticipation, or as a result, of this subcontract will be trademarked by or on behalf of the OPFF/Department. Only after the OPFF/Department declines, by Notice, to hold such trademark, may the Provider trademark such a thing in its own name.

4.10.3 Any website developed in anticipation, or as a result, of this subcontract will be placed in a domain of the OPFF/Department's choice, copyrighted in the OPFF/Department's name. Only if the OPFF/Department declines, by Notice, such placement or copyright, may the Provider copyright such a thing in its own name.

4.10.4 Any inventions or discoveries developed during or as a result of services performed under this Subcontract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the State. The Provider shall inform the OPFF/Department of any inventions or discoveries developed or made in connection with this Contract and will be referred to the OPFF and the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.

4.10.5 The Provider shall notify the OPFF/Department of any intellectual property developed in connection with this Subcontract.

4.10.6 If the Provider is a member of the State University System, the Department's intellectual property rights under 4.10, will be a fully paid up, perpetual, royalty-free license, including the ability to modify and access to resources unique to the Provider necessary to modify (for software, a decompiled version of the source code).

4.11. Transition Activities

When services that are the subject of the Subcontract continue through another provider, after the End Date, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes the transfer of relevant data and files, as well as property funded or provided pursuant to this Subcontract. The Provider shall be required to support an orderly transition to the next provider, no later than the End Date and shall support the requirements for transition specified in an approved Transition Plan, which the Provider shall develop in consultation with the OPFF.

4.12. Publicity

4.12.1. State Requirements - The Provider and its employees, agents, and representatives shall not, without prior written consent of the Department in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Subcontract in press releases, advertising or materials distributed to the Provider's prospective customers. Requirements in section 4.12.1 do not apply if the Provider is a State Agency.

4.12.2. OPFF Requirements - The Provider and its employees, agents, and representatives shall not, without prior written consent of the OPFF in each instance, use in advertising, publicity or any other promotional endeavor any OPFF/HFF mark, the name of the OPFF/HFF mark, the name of the OPFF/HFF or any OPFF/HFF agency or affiliate or any officer or employee of the OPFF/HFF, or any OPFF/HFF program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the OPFF/HFF, or refer to the existence of this Subcontract in press releases, advertising or materials distributed to the Provider's prospective customers.

4.13. Sponsorship

As required by §286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Subcontract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: .

4.13.1. In publicizing, advertising or describing the sponsorship of the program through text, state: "An affiliate of Healthy Families America®, sponsored by the Ounce of Prevention Fund of Florida and the State of Florida, Department of Children and Families."

4.13.2. If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

4.13.3. Alternatively, when using logos, the local site logo shall be accompanied by the Ounce of Prevention (OPFF), Department of Children and Families (Department) and Healthy Families America Affiliate logos.

4.13.4. If the logos are used, the OPFF/ HFF, Department and Healthy Families America Affiliate logos must be the same size as the organization's logo.

4.14. Employee Gifts

The Provider agrees it shall not offer to give or give any gift to any OPFF/Department employee during the service performance period of this Subcontract and for two years thereafter. In addition to any other remedies available to the OPFF/Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider shall ensure any subcontractors comply with these provisions.

4.15. Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Subcontract who has any knowledge of a reportable incident shall report such incident as follows:

4.15.1. The OPFF/HFF must be copied on all incidents and reports that are sent to the Office of Inspector General.

4.15.2. A reportable incident is defined in CFOP 180-4.

4.15.3. **Timeframe** - Suspected or confirmed allegations as outlined in paragraph 5 of CFOP 180-4 must be reported to OPFF/HFF within two (2) business days of discovery.

4.15.4. Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to:

4.15.4.1. Department's Office of Inspector General

4.15.4.2. DCF Contract Manager

4.15.4.3. HFF Assistant Director at Cmurphy@ounce.org

4.15.5. Other reportable incidents shall be reported to the Department's Office of Inspector General within two business days of discovery through the Internet at: https://www.myflfamilies.com/about/additional-services-offices/office-inspectorgeneral/investigations/inspector-general .

4.15.6. By completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at: IG.Complaints@myflfamilies.com.

4.15.7. The Provider and subcontractor may also mail or fax the completed forms to the Office of Inspector General, 2415 North Monroe Street, Suite 400, Tallahassee, Florida, 32303-4190; or (850) 488-1428.

4.15.8. Completing the document online at http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml

4.16. Employment Screening

4.16.1. As described in CFOP 60-25, Chapter 2 (implementing §110.1127, F.S.), as a condition of

initial and continued employment, the Provider shall ensure all staff, whether employees or independent contractors, are screened by the Department of Health in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards in §§435.04, 110.1127, and 39.001(2), F.S., including:

4.16.1.1. Employment history checks

4.16.1.2. Fingerprinting for all criminal record checks;

4.16.1.3. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

4.16.1.4. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement;

4.16.1.5. Security background investigation, which may include criminal record checks by local law enforcement agencies; and

4.16.1.6. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435, F.S., and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.16.2. Employment Screening Affidavit - The Provider shall sign **Attachment 20 - Florida Department of Children and Families Employment Screening Affidavit** each State fiscal year (no two such affidavits will be signed more than 13 months apart) for the term of this Subcontract stating that all required staff have been screened upon hire and at five (5) year increments of service, and/or the Provider is awaiting the results of screening. The contract specialist will communicate with an email upon notification of updated training and the Affidavit must be submitted to hffdeliverables@ounce.org within three (3) weeks of notification.

4.16.3. The Department requires the use of the Office of Inspector General's **Request for Reference Check (Form CF 774) - Attachment 40**, stating: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families (Department) **or** employed with a Subcontract or Subcontract Provider, a check with the Office of Inspector General (OIG) is required to determine if the individual is or has been the subject of an investigation with the OIG. The request will only be made on the individual that is being recommended to be hired for the position, if that individual has previously worked for the Department or a Contract or Subcontract Provider, or if that individual is being promoted, transferred, or demoted within the Department or Contract or Subcontract Provider."

4.17. Human Subject Research

Any human subject research under this Subcontract within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §289, et seq. may not commence until after review and approval by a duly constituted Department Institutional Review Board.

4.17.1 Research and Evaluation Activities - Cooperate with and participate in research and evaluation activities conducted by the OPFF/HFF, Sub-contractual personnel or third party evaluators; to grant access to records, documents, staff and participants in order to collect information relative to this program, its performance and effectiveness; to facilitate contact with community agencies for the researchers; to use and/or test any data collection instruments designed for research purposes; to participate in work groups involving research and evaluation studies; and to assist and advise in program replication efforts as requested.

4.17.2 Research and Evaluation Notification - Notify the OPFF/HFF of any plans or requests to conduct research on or to evaluate HFF participants, services, staff or data that has already been collected. The Provider agrees to submit a formal request for approval or have the principal investigator submit the request to the HFF Executive Director using the Request to Conduct Research/Evaluation Outline. This document is an attachment in the HFF Policies and Procedures Manual. The Provider agrees not to engage in such research and evaluation until written permission is granted by the OPFF/HFF through an MOA.

4.17.3 Research and Evaluation Compliance - Comply with the OPFF regarding **Protocols Ensuring the Protection of Human Subjects** to keep personal identifying information of

participants confidential and secure. This document will be located in the HFF Resource Library located at http://www.healthyfamiliesfla.org/resource_login.asp.

5. RECORDS, AUDITS AND DATA SECURITY

5.1. Records, Retention, Audits, Inspections and Investigations

5.1.1 Records - The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the OPFF under this Subcontract. Upon demand, at no additional cost to the OPFF, the Provider shall facilitate the duplication and transfer of any records or documents during the term of this Subcontract and the required retention period in 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the OPFF.

5.1.2 Records Retention - Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Subcontract shall be maintained by the Provider during the term of this Subcontract and retained for six years after completion of this Subcontract or longer when required by law. In the event an audit is required under this Subcontract, records shall be retained for a minimum six years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Subcontract, at no additional cost to the OPFF.

5.1.3 Records Review - At all reasonable times for as long as records are maintained, persons duly authorized by the OPFF, Department and Federal auditors, pursuant to 2 CFR §200.337, shall be allowed full access to and the right to examine any of the Provider's subcontracts and related records and documents, regardless of their form.

5.1.4 Audit - A financial and compliance audit shall be provided to the OPFF as specified in this Subcontract and in **Attachment 1-Financial and Compliance Audit** Instructions**.**

5.1.5 Compliance - The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.).

5.1.6 Records, Retention, Audits, Inspections and Investigations - The Provider shall not withhold any record or attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.1.7 Inspections and Corrective Action - The Provider shall permit all persons who are duly authorized by the OPFF/Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Subcontract, and to interview any participants, employees and Subcontractor employees of the Provider to assure the OPFF of the satisfactory performance of the terms and conditions of this Subcontract. This includes at least one quality assurance visit per year and technical assistance based on the performance of the Provider. Following such review, the OPFF will deliver to the Provider a written report of the quality assurance findings and will request the Provider submit a corrective action/quality improvement plan, where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the corrective action/quality improvement plan. This provision will not limit the OPFF's/ Department's choice of remedies under law, rule, or this contract.

5.2. The Provider's Confidential Information

5.2.1. By executing this Subcontract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Subcontract not specifically identified in writing by the Provider prior to execution hereof as "confidential" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to §215.985, F.S. The Provider, upon written request of the Department, shall promptly

provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential", including citation to a protection created by statute, and state with particularity the reasons the provision is confidential.

5.2.2. Any claim by the Provider of trade secret confidentiality for any information contained in the Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Subcontract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

5.2.2.1 The Provider must clearly label any portion of the documents, data, or records submitted it considers confidential pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts authorizing exemption of the information from public disclosure. If different statutes or facts are claimed applicable to different portions of the information, the Provider shall include information correlating the nature of the claims to the particular information.

5.2.2.2 The OPFF/Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider expeditiously submit redacted copies of documents marked as trade secret, in accordance with 5.2.2.1. Accompanying the submission shall be an updated version of the justification under 5.2.2.1, corresponding specifically to redacted information, either confirming the statutory and factual basis originally asserted remains unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions
claimed trade secret. If the Provider fails to promptly submit a redacted copy, the OPFF/Department is authorized to produce the records sought without any redaction of trade secret information.

5.2.3. The Provider shall be responsible for defending its claims that every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

5.3. Health Insurance Portability and Accountability Act (HIPAA)

Should this Subcontract involve Provider access to protected health information (PHI) the Provider shall be a "Business Associate" limited to the following permissible uses and disclosures. Reference to a section in the HIPAA Rules means the section as in effect or as amended. The Provider shall assist the Department in amending this Subcontract to maintain compliance with HIPAA Rules and any other applicable law requirements. Any ambiguity in 5.3 will be interpreted to permit compliance with the HIPAA Rules. Within the Department, the Human Resources Manager for Civil Rights has been designated the HIPAA Privacy Officer.

5.3.1 Catch-all Definitions. The following terms as used in 5.3 have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Unsecured Protected Health Information, and Use.

5.3.2 Specific Definitions for 5.3

5.3.2.1 "Business Associate" has the same meaning as the term "business associate" at 45 CFR §160.103.

5.3.2.2 "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR §160.103, and for purposes of this Contract includes the Department.

5.3.2.3 "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

5.3.2.4 "Subcontractor" has the same meaning as the term "subcontractor" at 45 CFR §160.103 and includes individuals to whom a Business Associate delegates a function, activity, or service, other than as a member of the workforce of such Business Associate.

5.3.3 Obligations and Activities of the Provider

The Provider shall:

5.3.3.1 In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of **Attachment 2-HIPAA Addendum** to this Subcontract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its Subcontractors incidental to the Provider's performance of this Subcontract.

5.3.3.2 **HIPAA Training** - All HFF grant and contribution funded staff, including Subcontracted staff, must complete the latest Health Insurance Portability and Accountability Act (HIPAA) online "HIPAA Information and Action" training, located on the Internet at https://www.myflfamilies.com/services/child-family/child-and-family-well-being/my-fl-learn upon hire and annually upon notification from HFF Central Office of updates. Staff must print the completed certificate as evidence that the online training was completed. Certificates must be maintained in the employee's personnel file.

5.3.3.3 **HIPAA Affidavit -** The Provider must submit an original notarized **Attachment 21- Letter of Affidavit for DCF Required On-line Training** to Hffdeliverables@ounce.org within three (3) weeks of update notification attesting that all employees, both HFF Grant and Contribution funded staff, have completed the Health Insurance Portability Accountability Act (HIPAA) online training. The affidavit also attests that the completed certificates have been printed and will be maintained in each employee's personnel file. The contract specialist will send the Letter of Affidavit on HIPAA Online Training template out upon notification of updated training.

5.3.3.4 Not use or disclose PHI except as permitted or required in by 5.3 or law;

5.3.3.5 Use the appropriate administrative safeguards in 45 CFR §164.308, physical safeguards in 45 CFR §164.310, and technical safeguards in 45 CFR §164.312; including policies and procedures regarding the protection of PHI in 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent providers, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI Provider may create, receive, maintain or transmit on the Department's behalf;

5.3.3.6 Acknowledge that the foregoing safeguards, policies and procedures requirements apply to the Provider in the same manner as such requirements apply to the Department; and the Provider and Subcontractors are directly liable under the civil and criminal enforcement provisions of §§13409 and 13410 of the HITECH Act, 45 CFR §§164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and resulting U.S. Health and Human Services (HHS) guidance thereon;

5.3.3.7 Report to the Department any use or disclosure of PHI not permitted by 5.3, including breaches of unsecured PHI as required at 45 CFR §164.410, and any security incident;

5.3.3.8 Notify the Department's HIPAA Security Officer (Sylvia Barge - sylvia.barge@myflfamilies.com Phone: 850-717-4277), HIPAA Privacy Officer (Dick Valentine - Dick.Valentine@myflfamilies.com Phone: 904-485-9682), DCF Contract Manager (Jeff Hodge Jeff.Hodge@myflfamilies.com;) and OPFF/HFF Assistant Director (cmurphy@ounce.org) within **120** hours after finding a breach or potential breach of personal and confidential data of the Department; and

5.3.3.9 Notify the Department's HIPAA Privacy Officer, Department Contract Manager and OPFF/HFF Assistant Director (cmurphy@ounce.org) within **24** hours of HHS notification of any investigations, compliance reviews, or inquiries concerning violations of HIPAA;

5.3.3.10 Provide additional information requested by the Department for investigation of or response to a breach;

5.3.3.11 Provide at no cost: Notice to affected parties within 30 days of determination of any potential breach of personal or confidential data of the Department (§501.171, F.S.); implementation of the Department's prescribed measures to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data of

the Department; and, immediate actions limiting or avoiding recurrence of any breach or potential breach and any actions required by applicable federal and state laws and regulations regardless of the Department's actions;

5.3.3.12 In accord with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure all entities creating, receiving, maintaining, or transmitting PHI on the Provider's behalf are bound to the same restrictions, conditions, and requirements as the Provider by written contract or other written agreement meeting the applicable requirements of 45 CFR §164.504(e)(2) that the entity will appropriately safeguard the PHI. For prior contracts or other arrangements, the Provider shall provide written certification its implementation complies with 45 CFR §164.532(d);

5.3.3.13 Make PHI available in a designated record set to the Department as necessary to satisfy the Department's 45 CFR §164.524 obligations;

5.3.3.14 Make any amendment to PHI in a designated record set as directed or agreed to by the Department per 45 CFR §164.526, or take other measures as necessary to satisfy the Department's 45 CFR §164.526 obligations;

5.3.3.15 Maintain and make available the information required to provide an accounting of disclosures to a covered entity as needed to satisfy the Department's 45 CFR §164.528 obligations;

5.3.3.16 To the extent the Provider carries any obligation under 45 CFR Subpart E, comply with the requirements of Subpart E that apply to the Department in the performance of that obligation; and

5.3.3.17 Make internal practices, books, and records available to HHS for determining HIPAA rule compliance.

5.3.4 Provider and its Subcontractors may only use or disclose PHI as listed below:

5.3.4.1. To perform obligations under 5.3;

5.3.4.2. For archival purposes;

5.3.4.3. If necessary, for (a) proper management and administration or (b) to carry out legal responsibilities;

5.3.4.4. To disclose only if the disclosure is required by law; or (a) reasonable assurances are obtained from the disclosee that PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and (b) the disclosee agrees to notify the Provider of any instances in which the confidentiality and security of PHI has been breached;

5.3.4.5. To aggregate with PHI of other covered entities in its possession through its capacity as a Business Associate (as covered in **Attachment 2**) of such covered entities only to provide Department/OPFF data analyses relating to Department health care operations (as defined in 45 C.F.R. §164.501);

5.3.4.6. To conform with 45 CFR §164.514(b) in de-identifying PHI; or

5.3.4.7. To follow marketing, fundraising and research guidance in 45 CFR §164.501, 45 CFR §164.508 and 45 CFR §164.514.

5.3.5 Department Notifications Affecting Provider Disclosure of PHI

The Department will notify the Provider, to the extent it may affect Provider's use or disclosure of PHI: of 45 CFR §164.520 limitations in the Notice of Privacy Practices; of changes in, or revocation of, an individual's permission to use or disclose PHI; or of any restriction on the use or disclosure of PHI information the Department has agreed to or is required to abide by under 45 CFR §164.522.

5.3.6 Termination Regarding PHI

5.3.6.1. Termination for Cause. Upon the Department's knowledge of a material breach of the Provider's duties under 5.3, the Department may: (a) Provide the Provider opportunity to cure the breach within the Department's specified timeframe; (b) Immediately terminate Contract or discontinue access to PHI; or (c) If termination or cure are not feasible, the Department will report the breach to the Secretary of HHS.

5.3.6.2. Provider Obligations Upon Termination. Upon termination, the Provider, with respect to PHI received from the Department, or created, maintained, or received on behalf of the Department, will: (a) retain only PHI necessary to continue proper management and administration or to carry out legal responsibilities; (b) return PHI not addressed in (a) to the Department, or its designee; (c) upon the Department's permission, destroy PHI the Provider maintains in any form; (d) continue to use appropriate safeguards and comply with Subpart C of 45 CFR 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in (a) for retained PHI; (e) not use or disclose retained PHI other than for purposes for which PHI was retained and subject to the same conditions which applied prior to termination; and (f) comply with (b) and (c) when retained PHI is no longer needed under (a).

5.3.6.3. Obligations under 5.3.6.2 survive termination.

5.4. Information Security

The Provider shall comply, and be responsible for ensuring subcontractors' compliance as if they were the Provider, with the following information security requirements whenever the Provider or its subcontractors have access to the Department's or OPFF's data information systems or maintains any client or other confidential information in electronic form.

5.4.1 Information Security Officer - The Provider shall designate an Information Security Officer competent to liaise with the Department on security matters and maintain an appropriate level of information security for the OPFF and the Department's information systems, or any client or other confidential information the Provider is collecting or using in the performance of this Subcontract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to the OPFF and the Department's information systems or any client or other confidential information. The Information Security Officer will ensure that any access to the OPFF and the Department's information systems or any client or other confidential information is removed immediately upon such access no longer being required for the Provider's performance under this Subcontract.

5.4.2 DCF Security Awareness Training - The Provider shall provide the Department's latest security awareness training to all HFF grant and contribution funded staff, including Subcontracted staff, prior to granting access to the Department's information systems or any client or other confidential information.

5.4.2.1. The Provider shall require all persons granted access to comply with, and be provided a copy of CFOP 50-2, and will sign the Department's Security Agreement (Form CF 0114) annually.

5.4.2.2. This will be done upon hire and on an annual basis upon notification from HFF Central Office of Departmental updates. This training located at https://www.myflfamilies.com/services/child-family/child-and-family-well-being/my-fl-learn must be completed within three (3) weeks of notification from HFF Central Office. Staff must print the certificate as evidence that online training was completed. Certificates must be maintained in the employee's personnel file.

5.4.2.3. Attachment 15 - DCF Security Agreement Attestation form CF 0114 must be signed at time of hire and on an annual basis upon notification from HFF Central Office of Departmental updates. This document may be obtained from the contract specialist, found on the Resource Library located at: http://www.healthyfamiliesfla.org/resource_login.asp or located at https://eds.myflfamilies.com/DCFFormsInternet/Search/DCFFormSearch.aspx,

5.4.3 DCF Security Awareness Affidavit - The Provider must submit an original notarized **Attachment 21- Letter of Affidavit for DCF Required On-line Training** to Hffdeliverables@ounce.org attesting that all employees, volunteers and interns, both HFF Grant and Contribution funded staff, have completed the Department of Children and Families Security Awareness Online Training. This training must be completed within three (3) weeks of

notification from HFF Central Office of Departmental updates. The affidavit also attests that the completed certificates are maintained in each employee's personnel file. The contract specialist will send the Letter of Affidavit on Department Security Awareness template out upon notification of updated training.

5.4.4 Encryption - The Provider shall prevent unauthorized disclosure or access, from or to the Department's information systems or client or other confidential information. Client or other confidential information on systems and network capable devices will be encrypted per CFOP 50-2.

5.4.5 Confidentiality Breach Notification to HFF - The Provider shall notify the Department Contract Manager and OPFF/HFF Assistant Director (cmurphy@ounce.org) within **120** hours, following the determination of any potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

5.4.6 Confidentiality Breach Notification to Clients - The Provider shall, at its own cost, comply with §501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

5.4.7 The Provider's confidentiality procedures shall be at least as protective as the most recent version of the Department's security policies and comply with any applicable professional confidentiality standards.

5.5. Public Records

5.5.1. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), F.S., made or received by the Provider in conjunction with this Subcontract except that public records which are made confidential by law must be protected from disclosure. Should the Provider fail to comply with this provision the Department may unilaterally terminate this Subcontract.

5.5.2. As required by §119.0701, F.S., to the extent the Provider is acting on behalf of the OPFF/ Department the Provider shall:

5.5.2.1. Maintain public records that ordinarily and necessarily would be required by the OPFF/Department to perform the service.

5.5.2.2. Upon request from the OPFF/Department's custodian of public records, provide to the OPFF/Department a copy of requested records or allow the records inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

5.5.2.3. Ensure public records exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during this Subcontract term and following completion of this Subcontract if the Provider does not transfer the records to the OPFF/Department.

5.5.2.4. Upon completion of this Subcontract, transfer, at no cost, to the OPFF/Department all public records in possession of the Provider or keep and maintain public records required by the OPFF/Department to perform the service. If the Provider transfers all public records to the OPFF/Department upon completion of this Subcontract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of this Subcontract, the Provider shall meet all applicable requirements for retaining public records.

5.5.3. IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC

RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 2415 NORTH MONROE STREET, TALLAHASSEE, FL 32303.

6. INSPECTIONS, PENALTIES, AND TERMINATION

6.1. Financial Penalties for Failure to Take Corrective Action

6.1.1. Corrective Action Plan - In accordance with the provisions of §402.73(1), F.S., and Rule 65-29.001, F.A.C., should the OPFF require a corrective action to address noncompliance under this Subcontract, incremental penalties listed in 6.1.2 through 6.1.3 shall be imposed for the Provider's failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the OPFF to complete corrective action, but shall not exceed 10% of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the OPFF's application of any other remedy available to it under law or this Contract.

6.1.2. Penalty Imposition - The increments of penalty imposition that shall apply, unless the OPFF determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

6.1.2.1. Noncompliance - Noncompliance that is determined by the OPFF to have a direct effect on client health and safety shall result in the imposition of a 10% penalty of the total contract payment during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.2.2. Indirect Noncompliance - Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a 5% penalty.

6.1.2.3. Indirect Performance Noncompliance -Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a 2% penalty.

6.1.3. Financial Penalties Deadline The deadline for payment shall be as stated in the OPFF order imposing the financial penalties. In the event of nonpayment, the OPFF may deduct the amount of the penalty from invoices submitted by the Provider.

6.2. Termination

6.2.1. The OPFF may terminate this Subcontract without cause upon no less than 30 days' Notice in writing to the Provider unless another time is mutually agreed upon in writing.

6.2.2. The Provider may terminate this Subcontract upon no less than **30** days' Notice to the OPFF unless another time is mutually agreed upon in writing.

6.2.3. In the event funds for payment pursuant to this Subcontract become unavailable, the OPFF may terminate this Subcontract upon no less than 24 hours' Notice in writing to the Provider. The OPFF/Department is the final authority as to the availability and adequacy of funds.

6.2.4. In the event the Provider fails to fully comply with the terms and conditions of this Subcontract, the OPFF/Department may terminate this Subcontract upon no less than 24 hours' Notice to the Provider, excluding Saturday, Sunday, and Holidays. Such Notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, Notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a Notice of noncompliance issued by the OPFF/Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. The OPFF/Department's failure to demand performance of any provision of this Subcontract shall not be deemed a waiver of such performance. The OPFF/Department's

waiver of any one breach of any provision of this Subcontract is not a waiver of any other breach and neither event is a modification of the terms and conditions of this Subcontract. 6.2 does not limit the OPFF/Department's right to legal or equitable remedies.

6.2.5. Failure to have performed any contractual obligations under any other contract with the OPFF/Department in a manner satisfactory to the OPFF/Department will be a sufficient cause for termination. Termination shall be upon no less than 24 hours' Notice to the Provider and only if the Provider:

6.2.5.1. Previously failed to satisfactorily perform in a Subcontract with the OPFF/Department, was notified by the OPFF/Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the OPFF/Department; or

6.2.5.2. Had any other Subcontract terminated by the OPFF/Department for cause.

6.2.6. In the event of termination under 6.2.1 or 6.2.3, the Provider shall be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

6.2.7. If this Subcontract is for an amount of $1 million or more, the OPFF/Department may terminate this Subcontract at any time the Provider is found to have falsely certified under §287.135, F.S., 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. Regardless of the amount of this Subcontract, the OPFF/Department may terminate this Contract at any time the Provider is found to have been engaged in business operations in Cuba or Syria, placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

6.3.Dispute Resolution

6.3.1 Any dispute concerning performance of this Contract or payment hereunder shall be decided by the OPFF/Department, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the Contract Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the OPFF/Department decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution.

6.3.2 After receipt of a petition for alternative dispute resolution the OPFF/Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

6.3.3 After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

6.3.4 Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

6.3.5 This section shall not limit the parties' rights of termination under Section 6.2.

6.3.6 All notices provided by the OPFF/Department under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery. All notices provided by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery.

7. OTHER TERMS

7.1. Governing Law and Venue

This Subcontract is entered into in the State of Florida and is construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida have exclusive jurisdiction in any action regarding this Subcontract and venue is in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts.

7.2. No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Subcontract supersedes all previous communications, representations, or agreements, either verbal or written between the parties. This Subcontract does not include any resulting invoice, website, "click through", online, or other agreement absent specific reference in this Subcontract and then only the version extant the date of the first Subcontract signature.

7.3. Interpretation, Severability of Terms

Subcontract terms are not more strictly construed against any party. If a term is struck by a court, the balance is voidable only by the Department.

7.4. Survival of Terms

Absent a provision expressly stating otherwise, provisions concerning obligations of the Provider and remedies available to the OPFF/Department survive the End Date. The Provider's performance pursuant to such surviving provisions is without further payment.

7.5. Modifications

Modifications of provisions of this Subcontract are valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the OPFF's operating budget.

7.6. Anticompetitive Agreements

The Provider shall not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the OPFF/Department or a provider of services to the OPFF/Department.

7.7. Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, F.A.C., if requested by another agency. Other State agencies may purchase from the resulting contract, provided the Department of Management Services has determined this Contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.8. Unauthorized Aliens

7.8.1 Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Subcontract by the OPFF/Department for violation of §274A of the Immigration and Nationality Act. The Provider and its subcontractors will enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Subcontract.

7.8.1.1 Employees assigned to this Subcontract means all persons employed or assigned (including subcontractors and contribution funded positions) by the Provider or a subcontractor during this Subcontract term to perform work pursuant to this Subcontract within the United States and its territories.

7.8.1.2 Complete and submit a notarized **Attachment 36** - Letter of Affidavit for E-Verify FY 25-26 with submission of this subcontract/amendment. **Attachment 36** - Letter of Affidavit for E-Verify covers all HFF Grant and Contribution funded employees, including subcontracted employees.

7.8.2 The Provider represents and warrants that no part of the funding under this Subcontract will be used in violation of any federal or state law, including, but not limited to, 8 U.S.C. §1324 or 8 U.S.C. §1325, or to aid or abet another in violating federal or state law. The OPFF/Department

may terminate this Subcontract at any time if the Provider violates, or aids or abets another in violating, any state or federal law.

7.9. Public Entity Crime and Discriminatory Contractors

Pursuant to §§287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate 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 the 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; provided, however, the prohibition on persons or affiliates placed on the convicted vendor list is limited to business in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for 36 months from the date of being placed on the convicted vendor list.

7.10. PRIDE

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this subcontract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in §§946.515(2) and (4), F.S.; and for purposes of this subcontract the person, firm, or other business entity carrying out the provisions of this subcontract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

7.11. Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department with payment subject to FEMA approval and reimbursement.

7.12. Executive Compensation Reporting

7.12.1. Prior to contract/amendment execution the Provider shall complete and return the Executive **Attachment 12 - Certification of Executive Compensation Reporting Requirements** (Form PCMT-08), located at: www.myflfamilies.com/general-information/contracted-client-services/library..

7.12.2. In accordance with §216.1366, F.S., if the Provider is a nonprofit as defined in §215.97(2)(m), F.S., the Provider must provide documentation to the OPFF/Department that indicates the amount of state funds:

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

7.12.2.2. 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.

7.12.3. If the Provider maintains a website, information provided pursuant to 7.13.2 must be posted on the Provider's website.

7.13. Federal Whistleblower Requirements

Pursuant to §11(c) of the OSH Act of 1970 (29 USC §660(c)) and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act are located at: http://www.whistleblowers.gov.

7.14. Post-Award Notice Dissemination

If the Provider receives federal or state financial assistance, the Provider will receive a Post-Award Notice (PAN) from the OPFF/Department, which will contain information required to meet the OPFF/Department's obligations in accordance with 2 CFR Part 200, §215.97 F.S., and Rule 69I-5, F.A.C. Providers with subrecipients receiving federal or state financial assistance are required to derive from the PAN information required by the regulations cited in this clause, and properly disseminate to subrecipients of federal and state financial assistance funds. This requirement follows federal and state financial assistance to subrecipients at every tier.

7.15. Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with §403.7065, F.S.

7.16 Accreditation

The OPFF/Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the OPFF/ Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the OPFF/ Department Providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time. The Provider shall maintain affiliation and accreditation with Healthy Families America (HFA). See Exhibit A. Section 7.9.

8. FEDERAL FUNDS APPLICABILITY

The following applies if Federal Funds are used to fund this Contract.

8.1. Federal Law

8.1.1. Provider shall comply with Federal law and regulations including 2 CFR, Part 200, and other applicable regulations.

8.1.2. If this Contract contains $10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in 41 CFR, Part 60 if applicable.

8.1.3. If this Contract contains over $150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), §508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

8.1.4. If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. §6081 et seq). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

8.1.5. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR §180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 implementing Executive Orders 12549 and 12689, "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.

8.1.6. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine if its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.1.7. Drug Free Workplace. If the Provider is a subrecipient or pass-through entity of federal

funds originating from HHS, the Provider must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

9. CLIENT SERVICES APPLICABILITY

The following applies if the box for Client Services is checked in the header on page 1.

9.1. Client Risk Prevention

If services to clients are provided under this Subcontract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number 1-800-96ABUSE (1-800-962- 2873). As required by chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2. Emergency Preparedness Plan

If the tasks performed pursuant to this Subcontract include the physical care or supervision of clients, the Provider shall, within 30 days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan.

9.2.1 By March 31st, the site must submit the emergency preparedness plan that shall include provisions for pre-disaster records, computers, supplies and office equipment protection and recovery plan that will allow the Provider to continue functioning in compliance with the executed Subcontract in the event of an actual emergency. The plan shall also include how staff will communicate during/following an emergency, how staff will work with families on preparing for emergencies and how staff will help families recover from an emergency. This plan must be submitted to Hffdeliverables@ounce.org regardless of lack of revisions.

9.2.2 The OPFF agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the OPFF may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

9.3. Confidential Client and Other Information

The Provider shall maintain the confidentiality of all confidential data, files, and records related to deliverables and comply with all state and federal laws, including, §§471(a)(8) of the Social Security Act, 106(b)(2)(B) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602, 2 CFR §200.303, 2 CFR §200.337, 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §§431.300-306, and 45 CFR §205. Summaries of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual.

10. PROPERTY

10.1. The following only applies to this Contract if funded by state financial assistance.

10.2. The word "property" in this section means equipment, fixtures, and other property of a Non-consumable and nonexpendable nature, the original acquisition cost or estimated fair market value of which is $1,000 or more and/or the normal expected life of which is one year or more. This definition also includes hardback-covered bound books circulated to students or the general public, the original acquisition cost or estimated fair market value of which is $25 or more, hardback-covered bound books, the cost or value of which is $250 or more, and all computers/technology. Each item of property which it is practicable to identify by marking will be marked in the manner required by the Auditor General. Each custodian will maintain an adequate record of property in his or her custody, which record will contain such information as will be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a

change of custodian, each custodian will take an inventory of property in his or her custody. The inventory will be compared with the property record, and all discrepancies will be traced and reconciled. All publicly supported libraries will be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library is the property record of hardback-covered bound books with a value or cost of $25 or more included in each publicly supported library collection and is a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing will be traced and reconciled, and the library inventory shall be adjusted accordingly.

10.3. If any property is purchased by the Provider with funds provided by this Contract, the Provider will inventory all nonexpendable property including all computers. A copy of the inventory will be submitted to the Department along with the expenditure report for the period in which it was purchased. At least annually the Provider will submit a complete inventory of all such property to the Department whether new purchases have been made or not.

10.3.1. A copy of the inventory list must be submitted to OPFF/HFF along with the expenditure report for the period in which it was purchased. By **May 20th** a **Draft** must be submitted and by **June 21st** the Provider shall submit a complete **Final** inventory of all such property to OPFF/HFF whether new purchases have been made or not.

10.4. The inventory will include: the identification number; year and/or model, a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.

10.5. The Contract Manager must provide disposition instructions to the Provider prior to the End Date. The Provider cannot dispose of any property reverting to the Department without the Contract Manager's approval. The Provider will furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory will include all nonexpendable property including all computers purchased by the Provider. The closeout inventory will contain the same information required by the annual inventory.

10.6. The Provider hereby agrees all inventories required by this Contract will be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value will be agreed upon by both the Provider and the Department and will be used in place of the original acquisition cost.

10.7. Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract vests in the Department upon completion or termination of this Contract. During the term of this Contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider is responsible for repaying to the Department, the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this Contract. When property transfers from the Provider to the Department, the Provider is responsible for paying for the title transfer.

10.8. If the Provider replaces or disposes of property purchased by the Provider pursuant to this Contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.

10.9. The Provider will indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.

10.9.1. The indemnification requirement in 10.9 does not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the OPFF, the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification

10.10. An amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

11. AMENDMENT IMPACT
Any amendment replacing or deleting this page will not affect the below execution.

By signing this Subcontract, the parties agree that they have read and agree to the entire Subcontract, as described in Section 1.4 hereof.

In witness thereof, the parties hereto have caused this **155** page Subcontract to be executed by their undersigned officials as duly authorized.

Polk County, a political subdivision of the State of Florida.:

Signed by: _____

Name:_____

Title:_____

Date: _____

Provider Fiscal Year Ending Date: June 30, 2026_

FEIN #: 59-6000809__

Healthy Families Florida

Signed by: _____

Name: Rebekkah Sheetz_____

Title: Executive Director_____

Date: _____

Ounce of Prevention Fund of Florida

Signed by: _____

Name: Jennifer Ohlsen_____

Title: President/CEO_____

Date: _____

EXHIBIT A - SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Sections 1 through 11, above, as provided herein:

EXHIBIT A SECTION 2: STATEMENT OF WORK

The Provider agrees to implement the HFF program based on the critical elements/standards established by Healthy Families America (HFA) and HFF as stated in Exhibit C-1.

EXHIBIT A SECTION 3: PAYMENT, INVOICE AND RELATED TERMS

Attachment 3 - Fiscal Documents Workbook contains all of the excel worksheets needed for the initial budget summary, the monthly invoice and revising budgets due to adjustments or amendments.

A-3.1 Subcontract Payment

Pursuant to section 215.422, F.S., the OPFF has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order or this Subcontract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the OPFF or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical or other health care services shall be made not more than thirty-five (35) days from the date eligibility for payments is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment.

A-3.2 Budget and Revenue Summary

Prepare **Attachment 3a-Budget and Revenue Summary** for the delivery of services described in this Subcontract, including revenue projections for cash and in-kind contributions using the instructions provided. The budget narrative contained within must describe quantitatively how the budget categories were calculated. OPFF will not pay the Provider for amounts related to compensatory time, accrued leave buy-out or severance pay. OPFF will pay the Provider for compensation related to overtime hours at an employee's regular pay rate, as long as it does not exceed the budget. The Provider must obtain prior approval from the HFF Executive Director for any plan to increase salaries using HFF grant funds, during the Subcontract period.

A-3.3 Monthly Invoice

Submit to OPFF a monthly invoice of actual expenditures, actual cash and in-kind contributions received using **Attachment 3b-Monthly Invoice, Revenue Summary and Payment Request.** These invoices are due to the OPFF by the 15th of the following month. Failure to submit a timely or accurate invoice may result in the monthly payment being withheld or a delay in payment. This is a cost reimbursement Subcontract for one (1) year. Payment for Subcontracted services will be contingent upon the documented expenditures for this Subcontract period and the receipt of current and correct evaluation data, reports and invoices. Payments will be issued by the OPFF within thirty (30) days after the receipt of a complete, accurate invoice and complete data. Payments will be mailed to the Provider. The OPFF's performance and obligation to pay under this Subcontract is contingent upon availability of funding from the State of Florida.

A-3.4 Final Invoice

The final invoice for payment shall be submitted to the OPFF no more than 30 days after the Subcontract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the OPFF will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Subcontract may be withheld until all reports due from the provider and necessary adjustments thereto, have been approved by the OPFF.

A-3.5 Budget Revisions

The Provider may revise the budget using **Attachment 3c – Request to Revise Budget with Amendment,** with pre-approval from the contract specialist or **Attachment 3d - Request to Revise Budget with Adjustment**.

A-3.6 Advance Payment Request

The Provider may submit **Attachment 33 - Advance Payment Request** with original signatures. The advance must be recouped during the Subcontract period. The Contract Specialist will send this document out upon request.

A-3.7 Provider Self-Evaluation Tool

Submit a Provider Self-Evaluation Tool as part of the first request for supporting documentation of each fiscal year and thirty (30) days following the event that there is a change in the lead entity or finance director, or upon request. This tool may be requested from the HFF Assistant Director or the HFF Fiscal Department. The tool determines the internal control and administrative systems of the lead entity as requested by the OPFF. Submit to both lmarlowe@ounce.org **AND** hffdeliverables@ounce.org.

A-3.8 Supporting Documentation

Provide the requested items of supporting documentation for two (2) periods of invoices. The OPFF reserves the right to randomly conduct on-site fiscal monitoring to review the accuracy of data reported as expenditures from HFF grant funds.

A-3.9 Cash and In-Kind Contributions

A-3.9.1 Cash contributions consist of dollars (cash) that are used for site salaries, benefits, operational expenses, administrative costs or enhancement to the core staffing such as a nurse, child development specialist or licensed professional.

A-3.9.2 In-kind contributions are tangible resources donated to the program for operational costs and must contribute to the operation of the site. Examples of in-kind contributions include donated curriculum materials to be used by the HFF site in working with families participating in the program, donated office space to house the HFF site staff or donated training.

A-3.9.3 Other Contributions consist of funds that cannot be counted as a cash contribution and are not considered part of the 25 percent (25%) contribution.

A-3.10 Additional Contributions

A-3.10.1 If the Provider receives cash or in-kind contributions that were not included with the original executed Subcontract, the Subcontractor must submit **Attachment 4-Additional Contributions** along with **Attachment 3b-Monthly Invoice, Revenue Summary and Payment Request** for the contributions received during the previous month. The donations listed on **Attachment 4** should also be applied to the monthly invoice in the appropriate funding columns, categories and line items.

A-3.10.2 If the contribution changes the Salaries and Wages category, staffing structure or the number of families served, the Provider must submit a contract amendment rather than **Attachment 4-Additional Contributions.**

A-3.11 Restrictions of Expenditures

Items expressly prohibited from purchase with these Subcontract funds include, but are not limited to, items such as flowers, awards, plaques, meals (excluding meals associated with travel per Chapter 112, F.S.) including bottled water, snacks, refreshments, entertainment, decorative items, greeting cards, personal convenience items and promotional items. There are no promotional items that have a specific statutory authority. No promotional items are allowed to be purchased with these Subcontract funds. Promotional items include, but are not limited to ribbons, wrist bands, water bottles, lapel pens, mugs, or other items used to promote the site.

A-3.12 Travel Reimbursement

A-3.12.1 Mileage - Will be reimbursed no higher than the State rate of $.445 cents per mile. Any costs over this amount must be paid with Cash or In-Kind contributions.

A-3.12.2 Meals - Will be reimbursed at no higher than the following State rates of $6 for breakfast, $11 for lunch and $19 for dinner. If a tip is provided, it may not be more than 20% of the check and may not exceed allowable meal expense as listed above. Any cost over this amount must be paid with Cash or In-Kind contributions. Alcohol will not be reimbursed. Actual itemized receipts must be provided upon request.

EXHIBIT A SECTION 4: GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1 Program or Service Specific Terms

A-4.1.1 Accelerated Services: HFF services offered to families who score 12 or less on the HFFAT in which they may move to Level 2 in less than six months once level change criteria have been met and may also complete services at an accelerated pace.

A-4.1.2 Advisory Committee: A group that advises/governs the activities of planning, implementation and/or assessment of program services. The group includes individuals who represent public and private agencies or organizations with knowledge of programmatic and administrative issues related to the provision of prevention services for families and their children and may also include child advocates and parent leaders.

A-4.1.3 Amendment: A document by which changes are made to an executed Subcontract. Changes requiring an amendment include, but are not limited to, adjustments in cost, services, time period and method of payment. Unless otherwise provided in the Subcontract, an amendment must be executed by both parties.

A-4.1.4 Business Associate: "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean PROVIDER.

A-4.1.5 Case Staffing: A meeting coordinated by the Provider with the Department of Children and Families (DCF), Community-Based Care staff, law enforcement agency and other service providers working with a family in the event a participant is referred to the Florida Abuse Hotline for an allegation of child maltreatment and the child protective investigation has a child maltreatment finding.

A-4.1.6 Child Maltreatment: Any willful act or threatened act that results in any physical, mental or sexual injury or harm that causes or is likely to cause the child's physical, mental or emotional health to be significantly impaired. Child maltreatment includes acts or omissions. Corporal discipline of a child by a parent or legal custodian for disciplinary purposes does not in itself constitute maltreatment when it does not result in harm to the child. Types of child maltreatment include physical, emotional, or sexual abuse, neglect or abandonment.

A-4.1.7 Circle of Parents: A mutual support and self-help program for parents that provides regular group meetings in a friendly, supportive environment led by parents and other caregivers.

A-4.1.8 Connect: Brand name for Coordinated Intake and Referral managed by Healthy Start Coalitions

A-4.1.9 Coordinated Intake and Referral (CI&R): A system that connects pregnant women, interconception women and families of children under the age of three to services to offset risk factors that may lead to poor pregnancy outcomes and/or poor developmental outcomes.

A-4.1.10 CI&R Referral: A referral for services that comes to a HFF site through the CI&R system and is considered a positive screen

A-4.1.11 Community-Based Care Lead Agency (CBC): A not-for-profit or government agency with which the Department Subcontracts for the delivery of foster care and related services.

A-4.1.12 Community-Based Organization: A private or public agency that has the fiscal and administrative capacity to implement the Healthy Families Florida program and has experience in administering home visiting or other prevention programs.

A-4.1.13 Covered Entity: "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean FAHSC.

A-4.1.14 Child Protective Investigator (CPI): authorized agent in a professional position with the Department of Children and Families (Department) or a designated sheriff's office with the authority and responsibility of investigating reports of child abuse, neglect or abandonment received by the Florida Abuse Hotline.

A-4.1.15 Child Protection Services (CPS): Child welfare services including case management and judicial services following verified child maltreatment.

A-4.1.16 Enhanced Services: Additional or supplementary services offered by the HFF site that go beyond traditional or accelerated HFF services. Examples include, but are not limited to, family specialist services, navigator services, and Circle of Parents Groups.

A-4.1.17 Family Engagement Specialist (FES): A direct service staff member with responsibilities related to the engagement and enrollment of new families. The FES manages referrals, outreach to families referred, offers HFF services, conducts the HFFAT, connects families to other services in the community and maintains relationships with referral sources.

A-4.1.18 Family Goal Plan: An individualized working document that identifies the primary participant's family objectives and goals for home visiting services.

A-4.1.19 Family Support Engagement Specialist (FSES): A direct services staff member who is a home visitor with responsibilities related to the engagement and enrollment of new families. The FSES manages referrals, outreach to families referred, conducts the HFFAT, offers HFF services, connects families to other services in the community and maintains relationships with referral sources. They are also responsible for building and maintaining an ongoing supportive relationship with families enrolled in home visiting services, initiating and maintaining regular long-term home visiting services, and providing referrals to other needed support services.

A-4.1.20 Family Support Specialist (FSS): A direct service staff member who is a home visitor. The FSS is responsible for building and maintaining an ongoing supportive relationship with families enrolled in home visiting services, initiating and maintaining regular long-term home visiting services, and providing referrals to other needed support services.

A-4.1.21 Florida Safe Families Network (FSFN): Formerly known as HSn, this is the State of Florida's web based statewide-automated child welfare information system.

A-4.1.22 Focus Child: A child whose birth resulted in the family being eligible for HFF services

A-4.1.23 Full-Time Equivalent (FTE): A position or positions whose total time worked in a week equals 40 hours.

A-4.1.24 Healthy Families America (HFA): A national initiative based at Prevent Child Abuse America that accredits Healthy Families programs and maintains the program standards that are based on a set of core critical program elements that are designed to ensure the quality of all Healthy Families statewide systems and independent affiliate programs by offering technical assistance, managing the accreditation process and sponsoring relevant research.

A-4.1.25 Healthy Families Florida (HFF): A nationally accredited community-based, voluntary home visitation program that is proven to prevent child abuse and neglect and other poor childhood outcomes by promoting positive parent-child relationships and child health and development. Home visiting services begin prenatally or soon after the birth of the baby and can last up to five years depending on the unique needs of the family. Families are also linked to a medical provider and other family support services they need during their participation in HFF. HFF is based on a set of research-based critical program elements and standards of the HFA model.

A-4.1.26 Healthy Families Florida Assessment Tool (HFFAT): A validated risk assessment tool developed by HFF that considers the individual's history, strengths and current level of challenges that may place the newborn at high risk for poor childhood outcomes, including child maltreatment.

A-4.1.27 Health Insurance Portability and Accountability Act (HIPAA): The Health Insurance Portability and Accountability Act of 1996, as amended.

A-4.1.28 Healthy Families Parenting Inventory (HFPI): A valid and reliable outcome measure that was designed to examine change in nine parenting domains: Social Support, Problem-Solving, Depression, Personal Care, Mobilizing Resources, Role Satisfaction, Parent/Child Interaction, Home Environment and Parenting Efficacy.

A-4.1.29 Healthy Start Prenatal Screening Instrument (Universal Screening Tool/Prenatal Risk Screen): An instrument developed jointly by HFF and the Florida Department of Health. It is voluntarily offered to all pregnant women seeking prenatal care in Florida and is designed to identify women who present with risk factors indicating a need for further assessment for Healthy Start or HFF.

A-4.1.30 HIPAA Regulations: 45 Code of Federal Regulations, Parts 160, 162 and 164.

A-4.1.31 HIPAA Rules: Shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

A-4.1.32 Infant Risk Screen: A brief questionnaire administered shortly after the birth of a baby that helps the birthing facility to identify infants who are at increased risk of post-neonatal or infant mortality during the first year of life or at risk for adverse health and developmental outcomes.

A-4.1.33 Limited English Proficient (LEP): LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.

A-4.1.34 Mental Health Counselor: A licensed mental health counselor or clinical social worker who provides in-home counseling to participants who are experiencing mental health, substance abuse and/or domestic violence challenges.

A-4.1.35 Mental Health Enhancement: A dual-model approach to expanding and enhancing Healthy Families services. The purpose of the enhancement is to improve access to treatment for participants experiencing substance abuse, mental health and domestic violence challenges. The model includes development of a Mental Health Counselor Program and a Behavioral Healthcare Navigator Program.

A-4.1.36 Navigator: Assesses the participants' needs, develops a referral plan, coordinates referrals and conducts follow-up to ensure participants experiencing mental health, substance abuse and/or domestic violence challenges receive services from community providers.

A-4.1.37 Other Child: Child other than the focus child living in the home of the HFF participant for whom the participant is the caregiver.

A-4.1.38 Protected Health Information: Individually identifiable information created or received that relates to the past, present or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present or future payment for the provision of healthcare to an individual. See Title 45, CFR, Part 160.103.

A-4.1.39 Prenatal Risk Screen: An instrument developed jointly by HFF and the Florida Department of Health. It is voluntarily offered to all pregnant women seeking prenatal care in Florida and is designed to identify women who present with risk factors indicating a need for further assessment for Healthy Start or HFF.

A-4.1.40 Primary Participant: A mother, father or relative caregiver who is responsible for the target child and any non-target child living in the home.

A-4.1.41 Program Manager: A professional who is responsible for the day-to-day operations, establishing collaborative partnerships, coordinating training and providing overall supervision of staff.

A-4.1.42 Safety Plan: A plan created to control present or impending danger using the latest intrusive means appropriate to protect a child when a parent, caregiver, or legal custodian is unavailable, unwilling, or able to do so.

A-4.1.43 Single Point of Contact (SPOC): Ensures effective communication with deaf or hard-of-hearing customers or companions

A-4.1.44 State Fiscal Year (FY): A continuous twelve (12) calendar month period of time beginning on July 1 of each calendar year and ending on June 30 of each calendar year.

A-4.1.45 Supervisor: A professional who is responsible for the ongoing supervision of a family support specialist or family engagement specialist.

A-4.1.46 Targeted Geographic Service Delivery Area: A HFF service area within a county, multiple counties or a county that has a high incidence of child maltreatment or other risk factors identified by the Provider which may include population demographics, substance abuse, teen pregnancy or poverty.

A-4.1.47 Target Population: All pregnant families and families with newborns who are at risk for adverse health and developmental outcomes, including but not limited to child maltreatment, who live in the service area of a HFF site.

A-4.1.48 Traditional Services: HFF services offered to families who score 13 or more on the HFFAT or are receiving active CPS case management services. Traditional services follow all current HFA standards including minimum of six months on level one.

A-4.1.49 Unable to Locate Referral (UTL): A referral from CI&R in which the family has not been contacted and an initial intake has not been completed. HFF sites are to conduct outreach and a record referral screen for services if the family is contacted. UTL is not considered a positive screen.

A-4.1.50 Verified: When a preponderance of the credible evidence results in a determination that the specific injury, harm or threatened harm was the result of abuse or neglect, this finding is used.

EXHIBIT A SECTION 6: PENALTIES, TERMINATION AND DISPUTE RESOLUTION

A-6 See HFF Policies and Procedures Manual for clarification.

EXHIBIT A SECTION 7: OTHER TERMS

A-7.9 Accreditation.

A-7.9.1 Maintain affiliation with HFA and be responsible for the designated annual affiliation fee upon notification by HFA.

A-7.9.2 Ensure compliance with the HFA Best Practice Standards and the HFA Model.

A-7.9.3 Participate in the HFA accreditation which includes the preparation of a self-assessment study when requested by HFF.

A-7.12 Employee Benefits

Ensure that all HFF core management and direct service staff are hired by the lead entity or Subcontractor as employees and receive the same benefits provided to other employees of the lead entity or Subcontractor.

EXHIBIT B - SCOPE OF WORK

B-1 Scope of Service.

Services delivered under this Subcontract are restricted to Healthy Families Florida (HFF) Home Visiting Services. This prevention program uses intensive, evidence-based home visiting services to meet the needs of families. The program is designed to improve the development and life outcomes of children and preserve and strengthen families with a primary emphasis on prevention of child maltreatment.

B-2 Major Subcontract Goals.

B-2.1 Program Goals, Process Objectives, Participant Outcomes and Indicators/ Measurements

All sites will be responsible for the Program Goals, Process Objectives, Participant Outcomes and Indicators/Measurements that are outlined in the matrix found in this section.

Goal Number #	Goal Statement
#1	Prevent the incidence of child abuse and neglect
#2	Enhance parents' ability to create stable and nurturing home environments
#3	Promote child health and development
#4	Promote self-sufficiency
#5	Increase parents' ability to develop positive parent-child relationships
#6	Ensure that families' social and medical needs are met
#7	Ensure families are satisfied with sites services

B-3 Service Area/Locations/Times.

B-3.1 Services will be provided to eligible families who live in **Polk** county.

B-3.2 The targeted zip code areas include: **Countywide**

B-3.3 Services will be offered to eligible participants for a minimum of three years and up to five years, using the leveling criteria developed by HFF. Flexible hours (including weekends) must be established to the extent necessary to accommodate the schedules of working and in-school families.

B-4 Clients to be Served.

B-4.1 The **PROVIDER's** performance will be assessed based on the number of active participants receiving services each month.

B-4.2 The minimum number of families served per month for the term of this Subcontract shall be **364** per month for Fiscal Year 2025-2026. This includes **364** families using HFF dollars and other contributions.

B-4.3 The PROVIDER shall maintain at least **310** active participants receiving services monthly, or 85% of its minimum number of families served of **364** participants or funding may be adjusted to align with lower level of services.

B-5 Client Eligibility.

B-5.1. Eligible primary participants are:

B-5.1.1. Clients who sign a Participant Agreement & Rights Form that includes an informed consent statement that the program is voluntary.

B-5.1.2. Clients who score "at risk" on initial risk screen or are referred by the Department, the Department of Juvenile Justice (DJJ), a Community Based Care Agency (CBC), Sherriff CPI or Early Childhood Court (ECC)

B-5.1.3. Expectant parents and parents or caregivers of newborns experiencing stressful life situations.

B-5.1.4. Clients who are at-risk families with children up to three (3) months of age at the time of the initial screen or referral.

B-5.1.5. Clients who live in a targeted geographic service delivery area.

B-5.1.6. Clients who have an open child protective investigation with pending findings of an allegation of child maltreatment.

B-5.1.7. Clients who are referred from the Florida Abuse Hotline

B-5.1.8. Clients who are actively receiving case management/child welfare services.

B-5.1.9. Clients who are actively engaged in Early Childhood Court services.

B-5.1.10. Pursuant to ss. 414.158(2)(a) and (b), F.S., eligible clients funded with Temporary Assistance to Needy Families shall meet the following criteria:

B-5.1.10.1. The family includes a pregnant woman or a parent with one of more minor children or a relative caregiver with one or more minor children; and

B-5.1.10.2. A voluntary assessment using the HFF assessment tool that indicates the family may benefit from services.

B-5.1.11. Pursuant to ss.414.095(2)(a), eligible clients funded with Temporary Assistance to Needy Families shall be a United States Citizen, or qualified non-citizen, as defined in ss.414.095(3), F.S.

B-6 Client Determination.

B-6.1 The Provider shall determine initial and on-going eligibility based on the terms and conditions of the contract and according to HFA standards and HFF policies and procedures.

B-6.2 Initiate services prenatally and at the birth of the baby (up to three months of age). Families living in the targeted areas identified in Section B.3 as listed above will be voluntarily screened for eligibility.

B-6.3 Sites must have established organizational relationships that ensure access to the target population for screening families to determine eligibility for HFF services. Screens may be offered prenatally and postnatally. All families with a positive screen for HFF or a referral from specific partners (Department of Children and Families, Community Based Care agencies, Sheriff Child Protective Investigators, or Department of Juvenile Justice) shall be offered the opportunity to participate in voluntary services.

B-6.4 Use the HFFAT to determine service levels.

B-7 Equipment/Property.

B-7.1 Property

B-7.1.1. The word "property" as used in this section means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature, the value or cost of which is $1,000 or more and the normal expected life of which is 1 year or more, and hardback-covered bound books that are circulated to students or the general public, the value or cost of which is $25 or more, and hardback-covered bound books, the value or cost of which is $250 or more. Each item of property which it is practicable to identify by marking shall be marked in the manner required by the Auditor General. Each custodian shall maintain an adequate record of property in his or her custody, which record shall contain such information as shall be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian shall take an inventory of property in his or her custody. The inventory shall be compared with the property record, and all discrepancies shall be traced and reconciled. All publicly supported libraries shall be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library shall constitute the property record of hardback-covered bound books with a value or cost of $25 or more included in each publicly supported library collection and shall serve as a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing shall be traced and reconciled, and the library inventory shall be adjusted accordingly.

B-7.1.2. When state property will be assigned to a Provider for use in performance of a contract, the title for that property or vehicle shall be immediately transferred to the Provider where it shall remain until this contract is terminated or until other disposition instructions are furnished by the Contract Manager. When property is transferred to the Provider, the Department shall pay for the title transfer. The Provider’s responsibility starts when the fully accounted for property or vehicle is assigned to and accepted by the Provider. Business arrangements made between the Provider and its subcontractors shall not permit the transfer of title of state property to subcontractors. While such business arrangements may provide for subcontractor participation in the use and maintenance of the property under their control, the Department shall hold the

Provider solely responsible for the use and condition of said property. Provider inventories shall be conducted in accordance with CFOP 80-2.

B-7.2 Property Responsibility - While such business arrangements may provide for Subcontractor participation in the use and maintenance of the property under their control, the OPFF/HFF shall hold the Provider solely responsible for the use and condition of said property.

B-7.3 Property Title - Title (ownership) to and possession of all property purchased by the Provider pursuant to this Subcontract shall be vested in the Department upon completion or termination of this Subcontract. During the term of this Subcontract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider shall be responsible for repaying to the Department the replacement cost of any property inventoried and not transferred to the department upon completion or termination of this Subcontract. When property transfers from the provider to DCF, the Provider shall be responsible for paying for the title transfer.

B-7.4 Property Provisions - Any Subcontract entered into by the Provider shall include provisions imposing obligations equivalent to the above on the Subcontractor with regard to any property purchased by the Subcontractors with funds provided by this Subcontract. Such Subcontract shall specifically state that Title (ownership) to and possession of all property purchased by the Subcontractor pursuant to this Subcontract shall be vested in the Department upon completion or termination of this Subcontract or the Subcontract, whichever first occurs.

B-7.5 Information Technology Resource Purchase (IRR) - The Provider must receive written approval from the OPFF/DCF prior to purchasing any Information Technology Resource or furniture with these Subcontract funds. The Provider will not be reimbursed for any Information Technology Resource or furniture purchases made prior to obtaining OPFF's approval. When purchasing technology equipment or furniture, the Provider must follow the **Attachment 23 – Protocol for Purchase of Property**, which includes instructions for submitting an **Attachment 22 - Information Resource Request (IRR)** form. If the IRR has property listed for disposal, then **Attachment 28 - Property Inventory and Disposal Form** will also need to be submitted with the IRR. All of these documents will be located in the HF Resource Library located at http://www.healthyfamiliesfla.org/resource_login.asp.

B-7.6 IRR Funding - A formal Subcontract budget amendment is required prior to the purchase of any property item not specifically listed in the approved budget under the Operating Capital Outlay category.

B-7.7 Information Technology Resource Disposal - If the Provider replaces or disposes of property purchased by the Provider pursuant to this Subcontract (with HFF Grant Funding), the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's property inventory. When disposing of technological equipment or furniture, the provider must follow Attachment **24 - Protocol for the Disposal of Property** which includes instructions for **Attachment 28 - Property Inventory and Disposal Form.**

B-7.8 Property Inventory - If any property is purchased by the Provider with funds provided by this **Subcontract**, the Provider shall inventory all nonexpendable property, with a value or cost of $1,000 or more and/or has a normal expected life of greater than one (1) year, including all computers and furniture. Regardless of the acquisition cost or value, all technology (including but not limited to computers, including desktop, laptop computers, tablets) and specialty software other than Windows and Microsoft Office Suite must also be included in the inventory. By May 20th the provider shall submit a **"DRAFT" Attachment 28** - Property Inventory and Disposal Form of all such property to Hffdeliverables@ounce.org. By June 21st the Provider shall submit a "**FINAL" Attachment 28** - Property Inventory and Disposal Form of all such property to Hffdeliverables@ounce.org. This applies whether new purchases have been made or not. This list should contain all items purchased with OPFF/ HFF funds since the inception of the Sub-contractual relationship with the OPFF/ HFF. This document will be located in the HF Resource Library located at http://www.healthyfamiliesfla.org/resource_login.asp.

B-7.9 Property Inventory Requirements – Per **Attachment 29- Protocol for the Cumulative Property Inventory List**, the inventory shall include, at minimum, the identification number; year and/or model; a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and

description of the components making up the group; name, make, manufacturer; serial number(s), if any, and if an automobile, the VIN and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost. The HFF contract specialist shall provide disposition instructions to the Provider prior to the end of the Subcontract period. The Provider cannot dispose of any property that reverts to the OPFF/Department without the HFF assistant director's approval. The Provider shall furnish a Final inventory by June 25 of each state fiscal year of the Subcontract, before the completion or termination of this Subcontract. The Final inventory shall include all nonexpendable property including all computers purchased by the Provider. The Final inventory shall contain, at minimum, the same information required by the annual inventory.

B-7.10 The Provider hereby agrees that all inventories required by this Subcontract shall be current, accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the Provider and the OPFF/HFF and shall be used in place of the original acquisition cost.

B-8 Subcontract Limits.

B-8.1 Requirements of Section 287.058, Florida Statutes, (F.S.)

The Provider shall provide units of deliverables, including reports, findings and drafts, as specified in this Subcontract. These deliverables must be received and accepted by the HFF Subcontract specialist in writing prior to payment. The Provider shall submit invoices as specified in Section C. Travel expenses shall be in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Subcontract. If rates are higher than what is allowed by the state, funds other than HFF grant funds must be used to make up the difference. To allow public access to all documents, papers, letters or other public records as defined in subsection 119.011(12), F.S. and as prescribed by subsection 119.07(1), F.S., made or received by the provider in conjunction with this Subcontract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of Subcontract for which the OPFF may unilaterally terminate this Subcontract.

B-8.2 All Terms and Conditions Included

This Subcontract and its attachments and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, obligations other than those contained herein, and this Subcontract shall supersede all previous communications, representations or agreements, either verbal or written between the parties. If any term or provision of this Subcontract is legally determined unlawful or unenforceable, the remainder of the Subcontract shall remain in full force and effect and such term or provision shall be stricken.

The attachments are as follows:

Attachment 1 - Financial and Compliance Audit Instructions
Attachment 2 - HIPAA Addendum
Attachment 3 - Fiscal Documents Workbook
- **Attachment 3a** - Budget and Revenue Summary
- **Attachment 3b** - Monthly Invoice, Revenue Summary and Payment Request
- **Attachment 3c** - Request to Revise Budget with Amendment
- **Attachment 3d** - Request to Revise Budget with Adjustment

Attachment 4 - Additional Contributions
Attachment 5 - Certification Regarding Lobbying
Attachment 6 - Civil Rights Compliance Checklist
Attachment 7 - Single-Point-of-Contact Information
Attachment 8 - Organizational Chart
Attachment 9 - Mental Health Counselor Enhancement (If applicable to this subcontract)
Attachment 10 - Behavioral Navigator Enhancement (If applicable to this subcontract)
Attachment 11 - Circle of Parents (If applicable to this subcontract)
Attachment 12 - Certification of Executive Compensation Reporting Requirements

The following forms will be found on the HFF Website http://www.healthyfamiliesfla.org/ in the Resource Library in the "Contract Related Forms".

Attachment 13 - MOA Template
Attachment 14 - Quarterly Narrative Report
Attachment 15 - DCF Security Agreement Attestation
Attachment 16 - Foundations of Disability Rights Form
Attachment 17 - HFF Standards of Confidentiality and Information Sharing Form
Attachment 18 - Affidavit of Understanding of Confidentiality
Attachment 19 - Protocols Ensuring the Protection of Human Subjects
Attachment 20 - DCF Letter of Affidavit on Level 2 Background Screening
Attachment 22 - Information Resource Request Form
Attachment 23 - Protocol for Purchase of Property
Attachment 24 - Protocol for the Disposal of Property
Attachment 25 - Protocol for Stolen-Lost-Destroyed Technology Equipment
Attachment 26 - Protocol for Catastrophic Loss of Technology Equipment
Attachment 27 - Property Transfer Document
Attachment 28 - Property Inventory and Disposal Form
Attachment 29 - Protocol for the Cumulative Property Inventory List
Attachment 30 - Live Scan Background Screening Submission Form
Attachment 31 - Affidavit of Good Moral Character
Attachment 34 - Notification-Investigation Request CF 1934 Word version
Attachment 35 - Promoting Safe and Stable Families Report (PSSF) (If applicable to this subcontract)
Attachment 36 - Letter of Affidavit for E-Verify
Attachment 37 – Monthly Number Served Report (pulled from Performance Management System)
Attachment 38 - Foreign Countries of Concern Attestation
Attachment 39 - Common Carrier Attestation
Attachment 40 - Office of Inspector General's Request for Reference Check CF0774

The following attachments will be found by clicking on the links provided:

- **Attachment 32** - Form I-9, Employment Eligibility Verification: (http://www.uscis.gov/sites/default/files/files/form/i-9.pdf)

The following forms will be sent by the contract specialist upon notification of updates from the specified Agencies or upon request:

- **Attachment 21** - Letter of Affidavit for DCF Required On-line Training
- **Attachment 33** - Advance Payment Request

EXHIBIT C - TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1. Service Tasks.

C-2.1 Manner of Service Delivery - The Provider agrees to implement the HFF program based on the following critical elements/standards established by HFA and HFF:

C-1.1.1 Referrals for HFF Services - Initiate services prenatally and at the birth of the baby (according to HFF policies and procedures). Families living in the targeted areas identified in Exhibit B, Section 3 will be voluntarily screened for potential eligibility. All families with a positive screen for HFF or a referral from specific partners (Department of Children and Families, Community Based Care agencies, Sheriff Child Protective Investigators, Early Childhood Court or Department of Juvenile Justice) shall be offered the opportunity to participate in voluntary services.

C-1.1.1.1. Referrals from CI&R constitute a positive screen and may be from a Prenatal Risk Screen, Infant Screen or other source.

C-1.1.1.2. Referrals from the Department, CBCs, Department of Juvenile Justice and Early Childhood Court are considered positive screens and do not require use of the HFF Record Screen/Referral Form.

C-1.1.1.3. In counties where Sheriffs are local law enforcement child protective investigators, referrals from Sheriffs are considered positive screens and do not require use of the HFF Record Screen/Referral Form.

C-1.1.1.4. The HFF Record Screen/Referral Form will be used prenatally or postnatally for referrals from other agencies, self-referrals and in hospitals where an infant risk screen is not used. The Partner Referral Form will be used by specific partnering agencies (Department of Children and Families, Community Based Care agencies, Sheriff Child Protective Investigators, Early Childhood Court or Department of Juvenile Justice) to refer families to the program and bypass the scoring requirement.

C-1.1.2 Assessments - Sites must have a system for offering assessments prenatally and postnatally to families who choose to participate according to the timeline established in HFF Policies and Procedures. Sites must use the HFFAT for assessment purposes and the tool must be administered by a trained and certified staff member.

C-1.1.3 HFFAT - Use the HFFAT to develop a service plan for enrolled families and to identify families who participate in accelerated or traditional services as described in HFF Policies and Procedures.

C-1.1.4 Home Visiting Services - Offer home visiting services to families that volunteer to participate and provide positive outreach efforts to build family trust.

C-1.1.5 Participant Forms - Have every individual who volunteers to participate in HFF sign forms provided by HFF as outlined in the HFF Policies & Procedures, including but not limited to the following:

C-1.1.5.1. Participant Agreement and Rights;
C-1.1.5.2. Participant Confidentiality; and
C-1.1.5.3. Limited Authorization to Exchange Information.

These forms can be found on the HFF Website http://www.healthyfamiliesfla.org/ in the Resource Library. Any deviation from these forms provided by HFF must be submitted to the HFF Assistant Director and approved by HFF prior to use.

C-1.1.6 Length of Participant Services - Services must be offered for a minimum of three years. Services may last for up to five years using the leveling criteria developed by HFF. Flexible hours (including weekends) must be established to the extent necessary to accommodate the schedules of working and in-school families.

C-1.1.7 Cultural Awareness Requirements - Provide services that are sensitive to and that respect the cultural differences among participants. Staff and materials used should reflect the cultural, linguistic, geographic, racial and ethnic diversity of the population served.

C-1.1.8 Program Focus - Provide program services focused on supporting parents and families, encouraging the interaction of both parents with their children, when appropriate, supporting parent-child interaction and child development and discussing health and safety practices with the family.

C-1.1.9 Referrals for Ancillary Services - Link all families to a medical provider to assure optimal health and development, such as timely immunizations and well-child care. The Provider will also provide linkages to additional services such as financial, food and housing assistance programs, school readiness programs, child care, job training programs, family support centers, substance abuse treatment programs, domestic violence shelters, health insurance and other health services including family planning, depending on the families' needs. Sites must be knowledgeable of community resources and programs and will make appropriate agency referrals for participants being served.

C-1.1.9.1. Children who are eligible for Medicaid shall be referred to Child Health Check-Up, also known as Early Periodic Screening, Diagnosis and Treatment (EPSDT) services.

C-1.1.9.2. Provide opportunities for families to be involved in existing neighborhood support systems, such as faith-based organizations, schools, community centers and peer support groups.

C-1.1.10 Caseload Expectation - Ensure home visiting services are provided by FSSs with limited caseloads according to the following requirements:

C-1.1.10.1 Full-time FSS staff maintains weighted caseloads of not greater than 1:25 overall and 1:15 for the most intensive services.

C-1.1.10.2 Full-time FSS staff do not exceed a case weight of thirty points.

C-1.1.10.3 Each Provider/Subcontractor shall maintain the proper number of staff necessary to successfully implement the HFF program.

C-1.1.10.4 The Provider's performance will be assessed quarterly based on the number of active participants receiving services each month.

C-1.1.11 Staff Selection - Staff shall be selected based on their interpersonal skills (i.e., non-judgmental, compassionate, ability to establish a trusting relationship, etc.), knowledge of community resources, willingness to work with or experience working with culturally diverse communities and families and skills necessary to perform the job, as detailed in Section C-2.2 and HFF Policies and Procedures.

C-1.1.12 Staff Experience - Staff should have a framework, based on education or experience for handling the variety of experiences they may encounter when working with high-risk families. Minimum qualifications for core positions are included in Section C-2.2 and HFF Policies and Procedures.

C-1.1.13 Staff Training - HFF staff must receive intensive pre-service and in-service training specific to their role to understand the essential components of family assessment and home visitation according to the HFF Policies and Procedures.

C-1.1.14 Staff Supervision - Conduct ongoing, effective supervision for FSSs and FESs. The provider agrees to ensure adequate staffing so that FESs and FSSs receive ongoing weekly supervision according to HFF Policies and Procedures. The full-time direct supervisor to full-time staff ratio should not exceed 1:6.

C-1.1.15 Advisory Committee - Establish an advisory committee to serve in an advisory capacity in the planning and implementation of program related activities and to assess the progress of program activities.

C-2.2 Manner of Service Delivery for Enhanced Services - Refer to applicable Enhanced Services attachment as contracted for all services to be provided, contract deliverables, reports and the manner of service provision

C-2. Administrative Tasks.

C-2.1 Staffing

C-2.1.1 Staff Composition Table

The staff composition funded by HFF dollars and contributions is identified in the following table and based on a 40-hour work week**.**

Polk Non-HFF Core Positions	Total # of FTEs	# of FTEs Funded by HFF Dollars	# of FTEs Funded by Cash Contributions	# of FTEs Funded by Other Funding
Secretary I	3	1.50	1.0	.50
Secretary II	1	0.75	0.25	0
Clinician	1	0	0	1
Clinical Manger	1	0	0	1
SUBTOTAL FTE	**6**	**2.25**	**1.25**	**2.5**
Polk HFF Core Positions	**Total # of FTEs**	**# of FTEs Funded by HFF Dollars**	**# of FTEs Funded by Cash Contributions**	**# of FTEs Funded by Other Funding**
Program Manager	1	0.75	0.25	0
Asst. Program Manager	2	1.25	0	.75
Supervisors	5	3	1	1
FES	3	.5	0	2.5
FSES I	16	9	4	3
FSES II	7	3.75	1.25	2
FSES III	3	1.5	1.5	0
SUBTOTAL FTE	**37**	**19.75**	**8**	**9.25**
TOTAL FTE	**43**	**22**	**9.25**	**11.75**

C-2.1.2 Organization Chart - Include a **black and white (No Colors**) **Attachment 8** - Organizational Chart using either Word or PowerPoint programs**. Attachment 8 - Organizational Chart** shall indicate a flow of command and include not only the lead entity position providing oversight but should also include all positions providing HFF services. Include all core position titles listed under "Salaries & Wages" in the budget, the number of FTEs and the funding source (if there is more than one funder). If the funding for a position is split, provide the breakout by HFF/contribution/other FTEs.

C-2.2 Professional Qualifications

C-2.2.1. Assessment - Assessment services are provided by a trained and certified FES or FSES using the HFFAT and the assessment protocol described in HFF Policies and Procedures.

Family Engagement Specialist (FES) - Must have, at a minimum, a bachelor's degree with one (1) year of experience in working with families and children; or an associate's degree plus two (2) years' experience working with families; or a Child Development Associate (CDA) plus three (3) years' experience working with families; or a high school (H.S.) diploma or General Education Development (GED) plus four (4) years' experience working in a home visiting program (a bachelor's degree is preferred by HFF). FESs must have the following skills, experience and abilities: experience working with or providing services to children and families, experience and humility to work with culturally diverse families that are among the target population, the ability to establish trusting relationships and accept individual differences, knowledge of infant and child development, and willing to engage in building reflective capacity.

C-2.2.2. Home Visiting - If a family screens eligible for HFF services and volunteers to participate, a FSS is assigned to provide home visiting services based on HFA/BPS standards and HFF Policies and Procedures.

Family Support Specialist (FSS) - Must have, at a minimum, a H.S. diploma or GED and one (1) year of experience working with diverse families and children. FSSs must have the following skills, experiences and abilities: experience working with or providing services to children and families, experience and humility to work with culturally diverse families that are among the target population, the ability to establish trusting relationships and accept individual differences, knowledge of infant and child development, and willing to engage in building reflective capacity.

C-2.2.3. Supervision - Supervisors - Must have, at a minimum, a Master's degree or a bachelor's degree with three (3) years of experience working with diverse families and children or less than a bachelor's degree with four (4) years of commensurate HFA experience (a master's degree is preferred by HFF). The Supervisor must have the following skills, experiences and abilities: a solid understanding and experience in supervising diverse staff with humility, as well as providing support in stressful work environments, knowledge of infant and child development and parent-child attachment, experience with family services that embrace the concepts of family-centered and strength-based service provision, knowledge of parent infant health and dynamics of child abuse and neglect, experience supporting culturally diverse communities/families, experience in home visitation with a strong background in early childhood prevention services, willingness to engage in building reflective practice, experience with reflective practice.

C-2.2.4. Program Management

Program Manager (PM) - Will be responsible for the day-to-day operations, establishing collaborative partnerships, coordinating training and providing overall supervision of staff. Additional duties of the program manager include but are not limited to: site compliance with Subcontract, if applicable, developing an internal quality assurance system, tracking program spending, reviewing data for accuracy, assuring timely entry of data into the HFF Tracking System and the HFF Staff Management System, preparing the quarterly and annual reports as required and acts as a liaison to HFF.

The program manager must have, at a minimum, a Master's degree or a bachelor's degree with three (3) years' experience and a solid understanding and experience in managing diverse staff with humility and administrative experience in human service or related program(s), including experience in quality assurance and continuous quality improvement, and willingness to engage in building reflective practice. If the program manager is supervising an FSS/FES, then the program manager also must meet the requirements for the Supervisor.

C-2.3 Subcontracting

C-2.3.1. Lead Agency - Polk County, a political subdivision of the State of Florida (HF Polk), is the lead entity and has overall fiscal and programmatic responsibility for the program.

C-2.4 Collaborative Partnerships - The following agencies/organizations/individuals have expressed their support and commitment to the implementation and development of the HFF site.

C-2.4.a Cash Contributors: $394,811.00

The name of each contributor	Is the organization considered "Private" or "Public"	The dollar value of the contribution	Detailed description of Service or Contribution	The county served with donation
Polk County Board of County Commissioners	Public	$394,811.00	Monies will be used to fund personnel services ashnd operating costs associated with Healthy Families Polk.	Polk

C-2.4.b **<u>In-Kind Contributors</u>: NA**

C-2.4.c **<u>Other Funding</u>:** $1,333,760.00

The name of each contributor	Is the organization considered "Private" or "Public"	The dollar value of the contribution	Detailed description of Service or Contribution	The county served with donation
Polk County Board of County Commissioners	Public	$1,333,760.00	Funding is for personnel services and operating costs associated with Healthy Families Polk	Polk

C-2.4.c **<u>Memorandum of Agreement (MOA)</u>** - Provider agrees to develop and maintain a current Memorandum of Agreement with other home visiting programs/services and family support programs/services that are available in the area to ensure an integrated service delivery system for families MOAs may have term lengths between one (1) and five (5) yrs (dependent on partner agency requirements). The MOAs must be reviewed annually between HF and the partners, any revisions must be documented. MOAs are required for, but are not limited to, the following providers (if available in the county(ies) served).

Type of Agency or Program	MOA Agency Name	Detailed Type of Service	County Covered by MOA	Date MOA Expires
Early Learning Coalition	Early Learning Coalition of Polk County	Early educations and care for children birth to give.	Polk	6-30-2030
Nurse Family Practitioner (NFP)	No longer provide services in Polk County	No longer provide services in Polk County		
Hospital	Winter Haven Hospital	Medical services and referrals	Polk	6-30-2030
Local Healthy Start Provider	Healthy Start Coalition of Polk, Hardee, and Highlands	Risk Screening and Care Coordination services and referrals	Polk	6-30-2030
County Health Department	Polk County Health Department	Medical services and referrals	Polk	6-30-2030
Community -Based Care Lead Agency (CBC)	Heartland for Children	Provide Community Base Care services for Polk County	Polk	6-30-2030
Child Protection (DCF or Sheriff's Office)	Florida Department of Children and Families	Child Protection Services	Polk	Per DCF HQ No MOA Needed
Parents as Teachers (PAT)		Not in our service area		
Florida First Start		Not in our service area		
Home Instruction for Parents of Preschool Youngsters (HIPPY)		Not in our service area		
Even Start		Not in our service area		
Early Steps	Bay Area Early Steps	Screenings for developmental delays for children 0 to 36 mos.	Polk	6-30-2030
Early Head Start	Agricultural and Labor Program, Inc.	Promotes School readiness for children between 3-5 years of age.	Polk	6-30-2030
Head Start	Polk County Public School Board	Early Literacy and School Readiness	Polk	6-30-2030
Voluntary Prekindergarten	Polk County Public School Board	Early literacy for 4 year old children.	Polk	6-30-2030
Mental Health Partner	Winter Haven Behavior Health	Mental Health treatment services	Polk	6-30-2030

Substance Abuse Partner	Tri-County	Substance Abuse treatment services	Polk	6-30-2030
Substance Abuse Partner	Peace River Center	Substance Abuse	Polk	6-30-2030
Domestic Violence (DV) Partner	Peace River Center	Domestic Violence	Polk	6-30-2030
Teen Parent Program	Polk County Public School Board	Public education and support to teen parents	Polk	6-30-2030
Child Care Centers	No MOU			

C-2.5 Records and Documentation

C-2.5.1. Staff Vacancies

C-2.5.1.1 Notify HFF via e-mail to Hffdeliverables@ounce.org within five (5) working days of any site staff vacancies. If the program manager or a supervisor position becomes vacant, the site must submit a written transition plan to the HFF assistant director and Hffdeliverables@ounce.org within ten (10) working days of the vacancy.

C-2.5.1.2 Notify HFF via e-mail to Hffdeliverables@ounce.org within five (5) working days via e-mail when a staff position that has access to Florida Safe Families Network becomes vacant, so that access can be terminated.

C-2.5.1.3 Notify HFF via e-mail to Hffdeliverables@ounce.org of any position that remains vacant for thirty (30) working days or more.

C-2.5.1.4 In the event that a vacancy is created by an employee entering a family medical leave status, short-term disability, long-term disability status, or another long-term leave status, and the employee has exhausted all available paid leave hours (vacation, sick or paid time off), and the vacated position has not been temporarily filled within twenty (20) weekdays of exhaustion of all of the employee's paid leave hours, then the monthly invoice may not include costs related to that staff position. Provider shall notify the HFF Assistant Director within five (5) weekdays of employee's request to utilize any of the above listed leave status(s).

C-2.5.2. Employee Eligibility Verification Requirements

C-2.5.2.1 The Provider shall:

a. Enroll as a provider in the E-Verify program within 30 calendar days of Subcontract execution.

b. Verify all new HFF Grant and Contribution funded employees, including subcontracted employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility.

c. Complete and submit a notarized **Attachment 36** - Letter of Affidavit for E-Verify FY 25-2 with the submission of this subcontract/amendment. **Attachment 36** - Letter of Affidavit for E-Verify covers all HFF Grant and Contribution funded employees, including subcontracted employees.

d. All new HFF Grant and Contribution funded employees, including Subcontracted employees, assigned by the Provider/Subcontractor to perform work pursuant to the Subcontract with the OPFF and Department, shall be verified as employment eligible within three (3) business days after the date of hire; and

C-2.5.2.2 The Provider shall comply, for the period of performance of this Subcontract, with the requirement of the E-Verify program enrollment.

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

b. During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the Provider is excused from its obligations under paragraph (a) of this clause, if the suspension or debarment official determines not to suspend or debar the Provider, then the Provider must reenroll in E-Verify.

C-2.5.2.3 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 Website http://www.dhc.gov/E-Verify.

C-2.5.2.4 Individuals previously verified - The Provider is not required by this clause to perform additional employment verification using E-Verify for any employee, including Subcontracted employees, whose employment eligibility was previously verified by the Provider through the E-Verify program.

C-2.5.2.5 E-Verify Grandfather Clause - Individuals performing work prior to the E-Verify requirement - Employees, including Subcontracted employees, assigned to and performing work pursuant to this Subcontract prior to February 04, 2011, do not require employment eligibility verification through E-Verify.

C-2.5.2.6 Evidence - Evidence of the use of the E-Verify system will be maintained in the employee's personnel file.

C-2.5.2.7 Subcontracts - The Provider shall include the requirements of this clause, including this paragraph (f) (appropriately modified for identifications of the parties), in each Subcontract.

C-2.5.3. Employee Requirements

C-2.5.3.1. Have every employee, intern/volunteer upon hire, sign the following forms that are to be filed in each employee's personnel file**:**

C-2.5.3.1.1. Attachment 15 - DCF Security Agreement Form. This form shall also be signed upon hire and annually, upon DCF notification of updates, by all site staff;

C-2.5.3.1.2. Attachment 16 - Foundations of Disability Rights Attestation

C-2.5.3.1.3. Attachment 17 - Healthy Families Florida Standards of Confidentiality and Information Sharing;

C-2.5.3.1.4. Attachment 18 - Affidavit of Understanding of Confidentiality;

C-2.5.3.1.5. Attachment 31 - DCF Affidavit of Good Moral Character

C-2.5.3.1.6. Attachment 32 - Form I-9, Employment Eligibility Verification located at https://www.uscis.gov/i-9

C-2.5.4. Employment Documentation

C-2.5.4.1. Maintain the following documentation in each employee's personnel file:

a. A resume or job application including at least a two-year employment history check with starting dates, termination dates and the reason for termination;

b. A job description for each employee along with documentation;

c. A copy of the employee's diploma/GED or college degree, if required for the position;

d. A minimum of three verified employment references; and

e. A copy of a valid driver's license, if the employee is required to drive as part of their job duties.

C-2.5.4.2. Maintain annual performance evaluations and any disciplinary actions taken in the employee's personnel file.

C-2.5.5. Employment Screening

C-2.5.5.2. Ensure that all staff, including interns/volunteers, are of good moral character and meet the Level 2 Employment Screening standards as specified in sections 435.04, 110.1127, and subsection 39.001(2), F.S. as a condition of employment and continued employment that shall include, but are not limited to:

a. Employment history checks;

b. Fingerprinting for all criminal records checks;

c. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement;

d. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

e. Security background investigation, which may include local criminal record checks through local law enforcement agencies.

C-2.5.6. Level 2 Background Screening

C-2.5.6.1. Pay for Level 2 background screening checks on potential staff and obtain the results indicating they are cleared, prior to hiring them. The OPFF and the Department strongly encourage the Provider to use **Attachment 30 - Live Scan Background Screening Submission Form** located at http://www.dcf.state.fl.us/programs/backgroundscreening/docs/LiveScanForm.pdf as opposed to hand card submissions, since it will take less time to receive the results. The Provider shall maintain the results of the screening either in an employee's personnel file or in a centralized background screening file located in the local personnel office.

C-2.5.6.2. Ensure that all staff are rescreened no less than five (5) years from their previous Level 2 background screening date

C-2.5.6.3. Submit an original notarized **Attachment 20- DCF Letter of Affidavit on Level 2 Background Screening** checks to Hffdeliverables@ounce.org attesting that all employees have been screened or re-screened, each fiscal year by November 30th. No facsimiles or scanned copies will be accepted. For HFF monitoring purposes, the Provider shall keep a list on file of all HFF grant and contribution funded staff employed, including employees of Subcontractors that are working as of October 1, each fiscal year. The list should include whether the staff have been screened or re-screened and that they were cleared.

C-2.5.6.4. Conduct and document at least three reference checks from unrelated individuals (preferably supervisors) on each HFF grant and contribution funded staff member selected for hire. Maintain results of the reference checks in each employee's personnel file.

C-2.6 Reports (programmatic and to support payment)

C-2.6.1 Data Submission - The Provider will input all screening, assessment and participant data into the HFF Tracking System as detailed in Section C-3.2.

C-2.6.2 Thriving Together Action Plan - Submit an annual **Thriving Together Action Plan** to Hffdeliverables@ounce.org by May 15th.

C-2.6.3 Annual Service Review - Submit a **Annual Service Review,** including all descriptions, analyses and plans according to instructions provided by the HFF central office, on the previous fiscal year to Hffdeliverables@ounce.org by October 15th.

C-2.6.4 HHS Monthly Summary Report Verification - Verification email from the Office of Civil Rights will be due close of business by the 3rd calendar day of the following month as detailed in Exhibit A1-7and A1-9.

C-2.6.5 Attachment 14 - Quarterly Narrative Report (QNR) – By the 15th of the month following each quarter, the Program Manager shall deliver a quarterly report containing a success story(ies) via e-mail to hffdeliverables@ounce.org for the previous quarter using the revised **Quarterly Narrative Report. S**ites delivering Mental Health Counselor, Navigator or Circle of Parents services must also complete the applicable sections of the QNR.

C-2.6.6 Attachment 37 - Monthly Number Served Report – By the 15th of the month following each month, the Program Manager shall deliver a monthly report containing numbers served for each month via e-mail to hffdeliverables@ounce.org for the previous month using the **Monthly Numbers Served Report** located in the Performance Management System.

C-3. Standard Subcontract Requirements. Provider will perform all acts required by Sections 4, 5 and 7 of the Standard Subcontract.

C-3.1 Required Participation

C-3.1.1 HFF Leadership Meeting - Attend the HFF Leadership Meeting in its entirety unless pre-approved by HFF Executive Director.

C-3.1.2 Program Managers' Conference Calls - Program managers must participate in the monthly Program Managers' Conference Calls and convey information to staff, as needed. If circumstances arise in which the program manager is unable to attend, the Provider must notify contract specialist via email to HFFdeliverables@ounce.org with the reason for the absence and the name of the person who will represent the program manager on the call.

C-3.1.3 Enhanced Services Conference Calls – Sites delivering enhanced services must participate in the applicable conference calls as scheduled by HFF.

C-3.2 Data Quality - Ensure data quality as follows:

C-3.2.1 Use the HFF data management systems maintained and hosted by the OPFF. The Provider will provide the computer hardware and software as well as the Internet resources necessary to utilize the HFF data management systems and the OPFF/ HFF FTP site.

C-3.2.2 Collect and enter data necessary to support ongoing program performance management and evaluation. The Provider will ensure that there is adequate staffing to support data collection and entry as well as data quality assurance.

C-3.2.3 Perform monthly quality assurance reviews for data accuracy and completeness. The Provider will maintain hard copy backup documentation for all data. The provider will input all screening, assessment and participant data into the HFF Tracking System by the 10th of the month following the month in which the service occurred. All staff data must be updated in the HFF Staff Management System by the 10th of the following month when there is a change in staffing. Staff closure dates must be entered on the date the staff leaves the position. Late submission of data may result in payment being withheld.

C-3.3 Program Amendment - Submit a program amendment if there are any changes in the program's service delivery, targeted areas for services and staffing patterns. Prior written approval from the HFF assistant director is required for any program changes. The request must outline the circumstances for requesting change. A statement must also be written as to how this change will enhance the quality of services. Submit Attachment 3c – Request to Revise Budget per guidelines provided by contract specialist.

C-3.4 Contract Performance - Be solely and uniquely responsible for the satisfactory performance of the tasks, activities and deliverables as described in this Subcontract. By execution of this Subcontract, the Provider recognizes its singular responsibility for the tasks, activities and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities and deliverables and shall be fully accountable for the performance thereof.

C-3.5 Community Education - Educate community partners and the public on HFF and the benefits of the program.

C-3.6 Mental Health Counselor Enhancement - Adhere to the provisions for Family Specialist Enhancement as listed in section C-2.6 and **Attachment 9- Mental Health Counselor Enhancement** if applicable.

C-3.7 Navigator Enhancement - Adhere to the provisions for Navigator Enhancement as listed in section C-2.6 and **Attachment 10-Navigator Enhancemen**t if applicable.

C-3.8 Circle of Parents Enhancement - Adhere to the provisions for Circle of Parents Enhancement as listed in section C-2.6 and **Attachment 11- Circle of Parents** if applicable.

C-3.9 Comply with Authorities - The Provider shall request written technical assistance from the HFF assistant director when deemed necessary to facilitate compliance with these authorities. The OPFF's failure to provide such technical assistance does not relieve the Provider of its responsibilities to ensure compliance with all State and Federal laws, rules and regulations or performance under the terms of this Subcontract.

C-3.10 Protected Health Information - Adhere to restrictions and conditions governing confidential Protected Health Information (PHI) [45 CFR 164.504(e)(2)(ii)]:

C-3.10.1 The Provider agrees not to use or disclose PHI except as permitted or required by this Subcontract, state or federal law.

C-3.10.2 The Provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Subcontract or applicable law.

C-3.10.3 The Provider agrees to report to the OPFF/ HFF any use or disclosure of the information not provided for by this Subcontract or applicable law.

C-3.10.4 The Provider hereby assures the OPFF/HFF that if any PHI received from the OPFF/HFF, or received by the provider on the OPFF's/HFF's behalf, is furnished to provider's Subcontractors or agents in the performance of tasks required by this Subcontract, that those Subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the Provider with respect to such information.

C-3.10.5 The Provider agrees to make PHI available in accordance with 45 C.F.R. 164.524.

C-3.10.6 The Provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.

C-3.10.7 The Provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.

C-3.10.8 The Provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the OPFF/HFF or created or received by the Provider on behalf of the OPFF/HFF available for purposes of determining the provider's compliance with these assurances.

C-3.10.9 The Provider agrees that at the termination of this Subcontract, if feasible and where not inconsistent with other provisions of this Subcontract concerning record retention, it will return or destroy all PHI received from the OPFF/HFF that the provider still maintains regardless of form. If not feasible, the protections of this Subcontract are hereby extended to that PHI, which may then be used only for such purposes as making the return or destruction infeasible.

C-3.10.10 A violation or breach of any of these assurances shall constitute a material breach of this Subcontract.

C-3.11 HFF Child Protection Services – Adhere to all Child Protection Services policies for determining eligibility, reporting abuse and neglect, working with families that become involved in CPS and reporting all removals and child deaths to the HFF senior program coordinator.

C-3.12 TANF - Complete a TANF status form in cooperation with all families enrolled in the HFF program for purposes of tracking the TANF status of participants. This information does not impact eligibility for HFF services.

C-3.12.1. The forms must be completed and the results entered into the HFF Tracking System no later than the fifth home visit.

C-3.12.2. The original form must be maintained in the participant's record for audit purposes.

C-3.12.3. The site must use the TANF status form provided by HFF.

C-3.12.4. The site must annually re-determine the TANF status of any family actively enrolled in HFF by July 31 of each fiscal year using a new TANF status form.

C-3.13 Participant Satisfaction Survey - Distribute Participant Satisfaction Survey questionnaires provided by the OPFF/ HFF in printed or digital format during the month of September to all enrolled families. The site must use the Participant Satisfaction Survey questionnaire developed by HFF according to the HFF policy.

EXHIBIT D – DELIVERABLES

D-1 Deliverables Table.

Title	Due Date	Send To	Reference
Other Reports and Information	Upon request	Program Specialist	Per request
Attachment 1 - Financial and Compliance Audit	Due 180 days after end of Provider's fiscal year	Hard copy & Electronic copy Hffdeliverables@ounce.org	Attachment 1
Attachment 2 - Health Insurance Portability Accountability Act (HIPAA)	Upon execution of the Subcontract/Amendment	Hffdeliverables@ounce.org	Attachment 2
Attachment 3a – Initial Budget and Revenue Summary	Upon execution of the Subcontract/Amendment	Hffdeliverables@ounce.org	Attachment 3a
Attachment 5 - Certification Regarding Lobbying	Upon execution of the Subcontract/Amendment	Hffdeliverables@ounce.org	Per Section 4.2.4 Attachment 5
Attachment 6 - Civil Rights Compliance Checklist		Hffdeliverables@ounce.org	Per Section 4.1.1.3 Attachment 6
Attachment 36 – Letter of Affidavit for E-Verify		Hffdeliverables@ounce.org	Per Section 7.8.1 Attachment 36
Attachment 38- Foreign Countries of Concern Attestation		Hffdeliverables@ounce.org	Per Section 4.2.2 Attachment 38
Attachment 39- Common Carrier Attestation		Hffdeliverables@ounce.org	Per Section 4.2.1 Attachment 39
Attachment 7 - Single-Point-of-Contact Information Updates	Upon execution of the Subcontract/Amendment and any changes since last submission	Hffdeliverables@ounce.org	Per Section 4.1.1.3 Attachment 7
Attachment 8 - Organizational Chart	Upon execution of the Subcontract/Amendment and prior to staffing pattern changes	Hffdeliverables@ounce.org	Per Exhibit C-2.1.2
Attachment 21 - Letter of Affidavit for DCF Required On-line Training	Upon notification from HFF Central Office	Hffdeliverables@ounce.org	Per Sections 4.1.1.3.7, 5.3.3.3, and 5.4.3
HHS Monthly Summary Report Verification	Verification will be due by 12 noon (Eastern) the 3rd calendar day of the following month, unless the 3rd falls on a holiday or weekend, then it will be due the Friday before the 3rd	Hffdeliverables@ounce.org	Per Exhibit C-2.6.4
Attachment 3b - Monthly Invoice	Within 15 calendar days of the end of each month	lmarlowe@ounce.org	Per Exhibit A-3.3 and A-3.10.1 Attachment 3b
Attachment 37 – Monthly Numbers Served Report		Hffdeliverables@ounce.org	Per Exhibit C-2.6.6

Attachment 14 - Quarterly Narrative Report	July 15, 2025 October 15, 2025 January 15, 2026 April 15, 2026 July 15, 2026 October 15, 2026 January 15, 2027 April 15, 2027 July 15, 2027 October 15, 2027 January 18, 2028 April 17, 2028 July 17, 2028 October 16, 2028 January 16, 2029 April 16, 2029 July 16, 2029 October 15, 2029 January 15, 2030 April 15, 2030	Hffdeliverables@ounce.org	Per Exhibit C-2.6.5
Auxiliary Aids and Services Plan	July 30, 2025 July 30, 2026 July 30, 2027 July 31, 2028 July 30, 2029	Hffdeliverables@ounce.org	Per Section 4.1.1.3.9
Proof of Insurance Coverage	September 30, 2025 September 30, 2026 September 30, 2027 September 29, 2028 September 28, 2029	Hffdeliverables@ounce.org	Per Section 4.8
Annual Service Review	October 15, 2025 October 15, 2026 October 15, 2027 October 16, 2028 October 15, 2029	Hffdeliverables@ounce.org	Per Exhibit C-2.6.3
Attachment 20 - Notarized Affidavit of Level 2 Background Screening	November 29, 2025 November 30, 2026 November 30, 2027 November 30, 2028 November 30, 2029	Hffdeliverables@ounce.org	Per Sections 4.16, C-2.5.5 and C-2.5.6
HFF Site Policies and Procedures	November 29, 2025 November 30, 2026 November 30, 2027 November 30, 2028 November 30, 2029	Hffdeliverables@ounce.org	Per Section D-3
Emergency Preparedness Plan	March 31, 2026 March 31, 2027 March 31, 2028 March 30, 2029 March 29, 2030	Hffdeliverables@ounce.org	Per Exhibit D-2

Thriving Together Action Plan	May 15, 2026 May 17, 2027 May 15, 2028 May 15, 2029 May 15, 2030	Hffdeliverables@ounce.org	Per Exhibit C-2.6.2
Attachment 28 - Property Inventory and Disposal Form	**DRAFT** - May 20, 2026 **FINAL** - June 22, 2026 **DRAFT** - May 20, 2027 **FINAL** - June 21, 2027 **DRAFT** - May 22, 2028 **FINAL** - June 20, 2028 **DRAFT** - May 21, 2029 **FINAL** - June 20, 2029 **DRAFT** - May 20, 2030 **FINAL** - June 20, 2030	Hffdeliverables@ounce.org	Per Exhibit B-7.5, B-7.7 and B-7.8

D-2 Emergency Preparedness Plan.

D.2.1 By March 31st, the site must submit the emergency preparedness plan that shall include provisions for pre-disaster records, computers and office equipment protection and recovery plan that will allow the Provider to continue functioning in compliance with the executed Subcontract in the event of an actual emergency. The plan shall also include how staff will communicate during/following an emergency, how staff will work with families on preparing for emergencies and how staff will help families recover from an emergency. This update must be submitted to Hffdeliverables@ounce.org.

D.2.2 The OPFF agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the OPFF may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

D-3 Policies and Procedures

Submit the updated Policies and Procedures, using the updated HFF Policies and Procedures. Review, revise and submit all Policies and Procedures, by **November 30th**. The updated Policies and Procedures must be submitted to Hffdeliverables@ounce.org.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 Minimum Performance Measures.

E-1.1 Program Goals, Objectives, Participant Outcomes/Process Measures and Data Source/ Indicators

All sites will be responsible for the Program Goals, Process Objectives, Participant Outcomes and Indicators/Measurements that are outlined in the matrix found in this section.

Goal Number #	Goal Statement
#1	Prevent the incidence of child abuse and neglect
#2	Enhance parents' ability to create stable and nurturing home environments
#3	Promote child health and development
#4	Promote self-sufficiency
#5	Increase parents' ability to develop positive parent-child relationships
#6	Ensure that families' social and medical needs are met
#7	Ensure families are satisfied with site services

Goal #	Objectives	Participant Outcomes/ Process Measures	Data Source/Indicators
1	The HFF site will maintain required data on all enrolled participants and children to enable the Department of Children and Families to conduct a data match.	Ninety-five **(95)** percent of all children in families participating in the HFF program for more than six months shall have no findings of "verified" child maltreatment during services.	➢ Findings of "verified" abuse or neglect through match of HFF database to the Department database
		Ninety-five **(95)** percent of all children in families who complete the program will have no findings of "verified" child maltreatment during the 12 months following completion.	➢ Findings of "verified" abuse or neglect through match of HFF database to the Department database
1	Enrollments will occur prenatally or within the first three months after the birth of the focus child.	Eighty **(80)** percent of all families will enroll in the program prenatally or within the first three months after the birth of the focus child.	➢ HFF data system ➢ Initial home visit date compared to focus child DOB
1 & 6	The HFF site will maintain data on disclosures of subsequent pregnancies including the Estimated Due Date.	Eighty **(80)** percent of mothers enrolled in the project will not have a subsequent pregnancy within two years of the focus child's birth.	➢ HFF data system ➢ Repeat pregnancy of all participating mothers
1, 3 & 6	All focus children will receive their immunizations according to the schedule recommended by the Centers for Disease Control.	Eighty **(80)** percent of focus children enrolled in the site will be fully immunized by 24 months of age.	➢ HFF data system ➢ Immunizations completed by 24 months and documented in participant's file
1, 3 & 6	All focus children served by the HFF site will receive well-child checks according to the intervals prescribed by the American Academy of Pediatrics.	Eighty-five **(85)** percent of focus children will be up-to-date with well-child checks at 24 months of age.	➢ HFF data system ➢ Well-child checks up-to-date on tracking form in participant's file
		Eighty-five **(85)** percent of focus children over 24 months old will have the most recent well-child checks according to the schedule.	➢ HFF data system ➢ Well-child checks up-to-date on tracking form in participant's file

1, 2 & 4	Participants will be assessed after enrollment to determine if there is a need for linking to employment services or some type of self-sufficiency improvement program.	Eighty **(80)** percent of primary participants that close on level three, level four or complete the program will have improved or maintained self-sufficiency while enrolled in the program.	➢ HFF data system ➢ Participant involvement in self-sufficiency activities during services such as completing high school/GED, a college degree, accomplishing certain training /treatment objectives, or the participant/non-primary participant maintaining employment for at least six consecutive months
1, 3 & 6	All focus children served by HFF site will be linked to a medical provider for preventive health care within six months of enrollment.	Ninety **(90)** percent of focus children enrolled in the site six months or longer will be linked to a medical provider.	➢ HFF data system ➢ Documentation of medical provider in participant's file
1, 3 & 6	All primary participants served by HFF site will be linked to a medical provider for preventive health care within six months of enrollment.	Ninety **(90)** percent of primary participants enrolled in the site six months or longer will be linked to a medical provider.	➢ HFF data system ➢ Documentation of medical provider in participant's file
7	The HFF site will administer a Participant Satisfaction Survey every September.	Ninety-five **(95)** percent of families receiving home visiting services will report an overall satisfaction with the services they received.	➢ Participant Satisfaction Survey completed at least one time a year
1, 6 & 7	Assessments will be completed for all families within 30 days of enrollment in order to inform service planning.	Ninety **(90)** percent of all families are assessed within 30 days of enrollment.	➢ HFF system ➢ Date of entry into program ➢ Date of HFF assessment tool
1, 2, 3, 4, 5 & 6	HFF staff will develop an initial Family Goal Plan with the family within 90 days of enrollment.	Ninety **(90)** percent of families participating in the site will develop a Family Goal Plan with their home visitor within the first 90 days of enrollment.	➢ HFF data system ➢ Family Goal Plan maintained in participant's file ➢ Date of initial Family Goal Plan
1, 3 & 6	All focus children enrolled in HFF will be screened for appropriate age development.	Ninety **(90)** percent of focus children will receive age appropriate developmental screenings according to schedule using the Ages and Stages Questionnaire 3, Third Edition (ASQ 3).	➢ HFF data system ➢ Developmental screening instrument maintained in participant's file ➢ Screens completed at designated intervals: 6, 12, 18, 24, 30, 36, 48, 60 months.
1, 3 & 6	All focus children enrolled in HFF will be screened for appropriate social-emotional development.	Ninety **(90)** percent of focus children will receive age appropriate social-emotional screenings according to schedule using the Ages and Stages Questionnaire: Social Emotional, Second Edition (ASQ:SE-2).	➢ HFF data system ➢ Social-emotional developmental screening instrument maintained in participant's file ➢ Screens completed at designated intervals: 12, 24, 36, 48 months.
1, 2 & 5	HFF staff will assess parent-child interaction, attachment and bonding with a validated tool twice annually.	Ninety **(90)** percent of participants will be administered the CHEERS Check-In (CCI) Tool according to schedule.	➢ HFF data system ➢ CCI tool maintained in participant's file ➢ Administrations completed at designated intervals:

1, 2, 3, 4, 5 & 6	All families will receive home visits according to their assigned level.	Seventy-five **(75)** percent of participants will have received at least seventy-five **(75)** percent of home visits according to the participant level.	➢ HFF data system ➢ Number of visits completed
1, 2, 3, 4, 5 & 6	Sites will implement effective engagement and retention strategies respectful of the families' needs in an effort to improve retention of families.	Sixty-five **(65)** percent of families that enrolled 12 to 24 months earlier will be retained for at least 12 months.	➢ HFF data system
1, 2, 3, 4, 5 & 6	HFF staff will administer the Healthy Families Parenting Inventory (HFPI) at baseline (within 45 days of the focus child's DOB, or if enrolling postnatally, within 45 days of enrollment in the program).	Eighty-five **(85)** percent of participants will have the baseline HFPI administered to them within the designated time period.	➢ HFF data system ➢ HFPI maintained in participant's file ➢ Tool administered at baseline
1, 2, 3, 4, 5 & 6	HFF staff will administer a subsequent HFPI six months after the baseline, and again at 12 months if an area of concern is identified at six months.	Eighty-five **(85)** percent of participants will have the subsequent interval of the HFPI administered to them according to the designated intervals for the tool.	➢ HFF data system ➢ HFPI maintained in participant's file ➢ Tool administered at designated intervals
1, 2, 3, 4, 5 & 6	HFF staff will work with the family to increase the participant's protective factors and to improve in at least one area on which the participant had a low score.	Eighty-five **(85)** percent of participants who were low on one or more HFPI subscales will improve on at least one of the low subscales from baseline to six months.	➢ HFF data system ➢ HFPI maintained in participant's file ➢ Tool administered at baseline and 6 month intervals ➢ HFPI scores
1, 2, 5 & 6	Participants will be screened for depression at least once prenatally if participant is enrolled prenatally.	Eighty **(80)** percent of participants that enroll prenatally will have the Edinburgh Postnatal Depression Scale (EPDS) administered to them at least once prenatally.	➢ HFF data system ➢ EPDS maintained in participant's file ➢ Tool administration date
1, 2, 5 & 6	Participants will be screened for postnatal depression within three months of the focus child's DOB, or if enrolling postnatally, within three months of enrollment.	Eighty **(80)** percent of participant will have the EPDS administered to them within the designated time period after the birth of the focus child.	➢ HFF data system ➢ EPDS maintained in participant's file ➢ Tool administration date
1, 2, 5 & 6	Participants will be screened for postnatal depression within three months of birth of any subsequent children into the program.	Eighty **(80)** percent of participant will have the EPDS administered to them within the designated time period for any subsequent pregnancies.	➢ HFF data system ➢ EPDS maintained in participant's file ➢ Tool administration date

ATTACHMENT 1

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500-200.521 and § 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §§ 200.500-200.521.

In the event the recipient expends $750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends $500,000 or more ($750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted 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. The recipient agrees to provide a copy of the single audit to the Department's Single Audit

Unit and its contract manager. In the event the recipient expends less than $500,000 (less than $750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, 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.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Ounce of Prevention Fund of Florida pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

A. Contract manager for this contract (1 electronic copy, 1 hard copy and management letter, if issued)

OPFF/Healthy Families Florida
Attn: Suzie Godfrey
111 North Gadsden Street
Tallahassee, FL 32301
Email address: sgodfrey@ounce.org

B. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

https://harvester.census.gov/facweb/

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

C. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

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

Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

ATTACHMENT 2

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and for purposes of this Attachment shall specifically refer to the Provider.

1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and for purposes of this Attachment shall refer to the Department.

1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function , activity, service , other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;

2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal

enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §§ 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR § 164.410, and any security incident of which it becomes aware;

2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;

2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).

2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;

2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 30 days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;

2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;

2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;

2.1.11 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR § 164.532(d);

2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.524;

2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR § 164.526;

2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.528;

2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:

3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.

3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. § 164.501).

3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).

3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR § 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:

5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;

5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health

information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

Ounce of Prevention Fund of Florida
Healthy Families Florida
Budget and Revenue Summary

Funding Period: 7/1/2025 - 6/30/2026		FY 2025-2026				
Lead Entity: Polk County, a political subdivision of the State of Florida						
Project Name: HF Polk						
Contract#: 25-30-05						
Categories and Line Items	**Total Cost of Program**	**HFF Grant**	**Cash Contrib.**	**In-kind Contrib.**	**OTHER Contrib.**	**Budget Narrative**
Direct Expenses						
A. Salaries and Wages						
1. Program Manager (1FTE)	**$109,448.00**	$82,086.00	$27,362.00	$0.00	$0.00	HFF = .75 FTE @ $109,448*.75= $82,086 (rounded) / CASH = .25 FTE $109,448 *.25 = $27,362 (rounded)
2. Supervisor (4 FTEs)	**$208,742.00**	$158,903.00	$49,839.00	$0.00	$0.00	HFF = 1 FTE @ $49,774; 1 FTE @ $54,599; 1 FTE @ $54,529 = $158,903 / CASH = 1 FTE @ $49,838
3. Supervisor (1 FTE)	**$55,341.00**	$0.00	$0.00	$0.00	$55,341.00	OTHER = 1 FTE @ $55.341
4. FES's (3 FTE)	**$121,924.00**	$20,321.00	$0.00	$0.00	$101,603.00	HFF = $20,321-0.50 FTE's: .25 FTE @ $40,641*.25=$27,640, .25 FTE @ $40,641*.25=$10,160.25 OTHER= $101,603- 2.50 FTE's: 1 FTE @ $40,641, .75 FTE @ $40,641*.75=$30,481, .75 FTE @ $40,641*.75=$30,481
5. FSES's I (16FTEs)	**$625,900.00**	$356,609.00	$153,977.00	$0.00	$115,314.00	HFF= $356,609- 9 FTE's: .75 FTE @ $36,853.96*.75=$27,640; .75 FTE @ $35,861.82*.75=$26,896; .75 FTE @ $48,177.62*.75=$36,133; .75 FTE @ $39,579.34*.75=$29,685; .75 FTE @ $35,244.01*.75=$26,433; .75 FTE @ $36,806.71*.75=$27,605; .75 FTE @ $38,612.56*.75=$28,959; .75 FTE @ $43,780.84*.75=$32,836; .75 FTE @ $41,788.79*.75=$31,342; .75 FTE @ $36,853.96*.75=$27,641; .75 FTE @ $43,200.98*.75=$32,401; .75 FTE @ $38,717.88*.75=$29,038 CASH=$153,977- 4 FTE's: .25 FTE @$36,853.96*.25=$9,213; .25 FTE @ $35,861.82*.25=$8,966; .25 FTE @ $48,177.62*.25=$12,044; .25 FTE @ $39,579.34*.25=$9,895; .25 FTE @ $35,244.01*.25=$8,811; .25 FTE @ $36,806.71*25=$9,202; .25 FTE @ $38,612.56*.25=$9,653; .25 FTE @ $43,780.84*.25=$10,945; .25 FTE @ $41,788.79*.25=$10,447; .25 FTE @ $36,853.96*.25=$9,214; .25 FTE @ $43,200.98*.25=$10,800; .25 FTE @ $38,717.88*.25=$9,679; 1FTE @$35,108*1=$35,108
6. FSES's II (7 FTEs)	**$286,764.00**	$153,837.00	$51,278.00	$0.00	$81,649.00	HFF= $153,837- 3.75 FTE's: .75 FTE @ $37,152.51*.75=$27,864; .75 FTE @ $51,636.99*.75=$38,728; .75 FTE @ $40,987.31*.75=$30,741; .75 FTE @ $37,547.86*.75=$28,161; .75 FTE @ $37,790.08*.75=$28,343 CASH = $51,278- 1.25 FTE's: .25 FTE @ $37,152.51*.25=$9,288; .25 FTE @ $51,636.99*.25=$12,909; .25 FTE @ $40,987.31*.25=$10,247; .25 FTE @ $37,547.86*.25=$9,387; .25 FTE @ $37,790.08*.25=$9,448 OTHER = $81,649- 2 FTE's: 1 FTE @ $41,595; 1 FTE @ $40,054
7. FSES's III (3 FTE's)	**$137,881.00**	$71,527.00	$66,354.00	$0.00	$0.00	HFF= $71,527- 1.5 FTE's: .75 FTE @ $46,340.25*.75=$34,755; .75 FTE @ $49,028.55*.75=$36,771 CASH = $66,354- 1.50 FTE's: .25 FTE @ $46,340.25*.25=$11,585; .25 FTE @ $49,028.55*.25=$12,257; 1 FTE @ $42,512
8. Secretary I (3 FTEs)	**$112,019.00**	$57,683.00	$35,108.00	$0.00	$19,228.00	HFF= $57,683- 1.5 FTE's: .75 FTE @ $37,279.11*.75=$27,959; .75 FTE @ $39,630.28*.75=$29,723 CASH = 1 FTE @ $35,108 OTHER = $19,228- .50 FTE's: .25 FTE @ $37,279.11*.25=$9,230; .25 FTE @ $39,630.28*.25=$9,908 ;
9. Secretary II (1 FTE)	**$43,572.00**	$32,679.00	$10,893.00	$0.00	$0.00	HFF= .75 FTE @ $43,571.53*.75=$32,679 (rounded) CASH = .25 FTE @ $43.571.53*.25=$10,893 (rounded)
10. Clinical Manager/Supervisor (.1 FTE)	**$73,112.00**	$0.00	$0.00	$0.00	$73,112.00	OTHER = 1 FTE @ $73,112 (rounded)
11 Clinician (1 FTE)	**$66,531.00**	$0.00	$0.00	$0.00	$66,531.00	OTHER = 1 FTE @ $66,531 (rounded)
12. APM (Program Supervisor (2 FTE)	**$112,046.00**	$71,191.00	$0.00	$0.00	$40,855.00	HFF= $71,1913- 1.25 FTE's: .25 FTE @ $54,473.86*.25=$13,618; 1 FTE @ $57,573 OTHER = .75 FTE @ $54,473.86*75=$40,855
Subtotal Salaries and Wages	**$1,953,280.00**	**$1,004,836.00**	**$394,811.00**	**$0.00**	**$553,633.00**	
B. Payroll Taxes and Benefits (%)	**$916,872.00**	$487,717.00	$0.00	$0.00	$429,155.00	**HFF**= $487,717- 22 FTE's: FICA $1,004,836*7.73% = $77,631; State Retirement $1,004,836*13.57%=$149,008; Life/LTD @ $48 annually per person: 22 FTE*$48= $1,056; Health- $260,022: Single Rate @$9,591*15 FTE's=$143,865; Child Rate @$16,446*4.50 FTE's=$74,007; Spouse Rate @$20,134*1FTE= $20,134; Family Rate @$29,354*.75=$22,016 **OTHER**= $429,155- 21 FTE's: FICA $948,444*7.73% = $73,247; State Retirement $948,444*13.57%=$136,544; Life/LTD @ $48 annually per person: 21 FTE*$48= $1,008; Health- $218,356: Single Rate @$9,591*16 FTE's=$153,456; Child Rate @$16,446*3.50 FTE's=$57,561; Family Rate @$29,354*.25 FTE=$7,339
C. Program Consultants and Contractual						
1. Background/Fingerprinting/ Screening	**$695.00**	$493.00	$0.00	$0.00	$202.00	HFF - 4 Background Screens @ $65=$260 + 4 Fingerprint @ $13.68=$54.72 + 4 Background Screen Renewal @ $44.66=$178.64 Total = $493.36, rounded to $493 OTHER - 2 Background Screens @$65=$130 + 2 Fingerprint @ $13.68=$27.36 + 1 Background Screen Renewal @ $44.66 Total = $202.02, rounded to $202
2. Pre-Employment Screening	**$14,749.00**	$0.00	$0.00	$0.00	$14,749.00	OTHER - 12 people @ $1,229.09 per person. Recruitment fees=$1,200, Basic Screen=$77.86, Motor Vehicle=$8.02, County Criminal Check=$20 Total = $14,749.10, rounded to $14,749
3. Information Technology related charges	**$142,271.00**	$0.00	$0.00	$0.00	$142,271.00	OTHER - IT Maintenance and Services, Internet, Outlook, etc. (43 employees x $3,308.63) Total = $142,271(rounded)
Subtotal Program Consultants & Contractual	**$157,715.00**	**$493.00**	**$0.00**	**$0.00**	**$157,222.00**	
D. Other Consultants and Contractual						
1. Legal	**$0.00**	$0.00	$0.00	$0.00	$0.00	

2. Audit	**$0.00**	$0.00	$0.00	$0.00	$0.00	
3. Accounting	**$0.00**	$0.00	$0.00	$0.00	$0.00	
4. Deaf and Hard of Hearing Services / Interpreting Services	**$0.00**	$0.00	$0.00	$0.00	$0.00	
Subtotal Other Consultants and Contractual	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
E. Participant Educational Materials						
1. Safety Items	**$3,812.00**	$2,612.00	$0.00	$0.00	$1,200.00	HFF - 10 (16-pk) Childproof Doorlocks @ $23.31 each=$233.10; 40(2-pk) Wall Socket Covers @ $6.90 each=$276.00; 10 (2-pk) Toilet Seat Locks @ $13.99 each=$139.90; Stove Covers, 20 @ $7.99 each=$159.80; Door Knob Covers, 33 (3-pk) @ $3.99 each=$131.67; Baby Gates, 19 @ $47.89 each=$909.91; Cabinet Latches, 15 (14-pk) @ $13.99 each=$209.85; Smokke Detectors, 60 @ $9.20 each=$552.00. Total=$2,612 Rounded OTHER - 10 (16-pk) Childproof Doorlocks @ $23.31 each=$233.10; 40(2-pk) Wall Socket Covers @ $6.90 ea=$276.00; 10 (2-pk) Toilet Seat Locks @ $13.99 each=$139.90; Stove Covers, 20 @ $7.99 each=$159.80; Door Knob Covers 35 3-pk @ $3.99 each=$139.65 Cabinet Latches, 18 14-pk @ $13.99 each=$251.82 Total = $1,200 Rounded
2. Parent Education Materials	**$2,144.00**	$1,449.00	$0.00	$0.00	$695.00	HFF - Active Parenting Workbooks: 60 @ $24.15=$1,448.70, rounded to $1,449 OTHER - Training Manual for staff=$70; Pamphlets in reference to Parenting, Child Abuse and Child Sexual Abuse Prevention, Mental Health, Stress Management and Family Violence Prevention 500 @ $1.25=$625 Total = $695
3. Children's Books	**$1,750.00**	$1,750.00	$0.00	$0.00	$0.00	'HFF - Children's Books: 175, 3-packs @ $10=$1,750
4. Developmental Toys	**$2,097.00**	$699.00	$0.00	$0.00	$1,398.00	HFF - Wooden-Peg Baby Puzzles 100 @ $6.99=$699 / OTHER - Developmental Toys: 200 @ $6.99 = $1,398
5. Other	**$0.00**	$0.00	$0.00	$0.00	$0.00	
Subtotal Participant Educational Materials	**$9,803.00**	**$6,510.00**	**$0.00**	**$0.00**	**$3,293.00**	
F. Consumable Program Supplies	**$3,757.00**	$1,437.00	$0.00	$0.00	$2,320.00	**HFF**: Paper plates 20 4-packs @ $26.85=$537; 20 12oz foam cups (100 ct) @ $25=$500, 10 25-pk plastic cutlery @ 40=$400 Total = $1,437 **OTHER** - 10 boxes 12-ct (4oz) glue @ $12=$120; 40 pack 200 sheets heavy duty construction paper @ $20=$800; 20 24-pk crayons @ $30=$600; 20 24-pk color pencils=$800 Total = $2,320
G. Other-Assistance to Participants						
1. Education/Testing/Job Training Fees	**$0.00**	$0.00	$0.00	$0.00	$0.00	
2. Transportation	**$0.00**	$0.00	$0.00	$0.00	$0.00	
3. Participant Inventives	**$1,200.00**	$1,200.00	$0.00	$0.00	$0.00	**HFF**:48 Gift Cards @$25 each (20 restricted Walmart from Alcohol/ Tobacco/Food/Firearms+28 Wawa Restricted to Gas Only), HV Completion 1 card per 4 teams per 1 month
4. Emergency Assistance	**$0.00**	$0.00	$0.00	$0.00	$0.00	
5. Car Seats, Pak-N-Play, Diapers and Wipes ,	**$9,550.00**	$9,550.00	$0.00	$0.00	$0.00	**HFF**: Diapers-3,000 Total @ .38 each = $1,140; Potty Training Pants-2,000 @ .38 each = $760; 20 each 15 pack flip-top wipes @ $28.49 per pack = $569.80; Booster Seats-5 @ $120 each = $600; Infant Car Seats-20 @ $120 each = $2,400; Pak-N-Play-20 each @ $45 = $900
6. Other	**$5,000.00**	$0.00	$0.00	$0.00	$5,000.00	**OTHER**: Client Supplies-Baby Gift Bag Favors; Mini Keychains 20 each, 12-pk @ $18.99=$379.80; Mini Booklets, 200 @ $4.99=$998 Party Favors, 100-piece, 3 each @ $59.99=$179.97; Rattle & Teether Toy 200 @ $6.98=$1,396; Sticker Activity Book 200 @ $2.50=$500
Subtotal Assistance to Participants	**$15,750.00**	**$10,750.00**	**$0.00**	**$0.00**	**$5,000.00**	
H. Office Expenses						
1. Telephone	**$30,000.00**	$0.00	$0.00	$0.00	$30,000.00	OTHER: 4 Fax Lines @ $91.50 per line=$366+$42; Cell Phones @ $485.71 per phone+$44; Landline Phones @ $69 per phone+Centranet charges $104.62 per mo=$25,057.44; Repairs, upgrades, accessories @ $4,952.56; Total = $30,000
2. Utilities	**$0.00**	$0.00	$0.00	$0.00	$0.00	
3. Postage and Shipping	**$2,100.00**	$900.00	$0.00	$0.00	$1,200.00	HFF: Stamps, Mailing of Client Contact Letters, app $75 per mo - $900 OTHER: Stamps, Shipping Costs, Mailing of Client Contact Letters, Event Flyers, etc., app $100 per mo = $1,200
4. Supplies	**$8,973.00**	$1,952.00	$0.00	$0.00	$7,021.00	HFF: General Office Supplies app $162.66 per mo=$1,952 rounded OTHER - General Office Supplies app $585 per mo = $7,021
5. Copying	**$1,923.00**	$823.00	$0.00	$0.00	$1,100.00	HFF: 30 cases Copy Paper @ $27.44 rounded = $823 OTHER: 40 cases Copy Paper @ $27.44 rounded = $1,100
Subtotal Office Expenses	**$42,996.00**	**$3,675.00**	**$0.00**	**$0.00**	**$39,321.00**	
I. Operating Capital Outlay						
1. Machinery & Equipment	**$0.00**	$0.00	$0.00	$0.00	$0.00	
2. Computers & Software	**$1,386.00**	$0.00	$0.00	$0.00	$1,386.00	OTHER: 14 Adobe Pro Licenses @ $99 = $1,386
3. Furniture	**$0.00**	$0.00	$0.00	$0.00	$0.00	
Subtotal Operating Capital Outlay	**$1,386.00**	**$0.00**	**$0.00**	**$0.00**	**$1,386.00**	
J. Lease/Rent						
1. Equipment	**$13,865.00**	$0.00	$0.00	$0.00	$13,865.00	OTHER: Lease of 3 copy machines @ $185.14 each per mo=$6,665.04 Print charges $600 per mo*12=$7,200 Total rounded =
2. Transportation	**$2,000.00**	$0.00	$0.00	$0.00	$2,000.00	OTHER: Loaner Vehicles from Fleet to HF Staff $500 per quarter = $2,000

3. Building	$1,200.00	$0.00	$0.00	$0.00	$1,200.00	OTHER: Minor building repairs from Facilities Maintenance, such as doors or lights, etc. = $1,200
Subtotal Lease/Rent	**$17,065.00**	**$0.00**	**$0.00**	**$0.00**	**$17,065.00**	
K. Maintenance	**$0.00**	$0.00	$0.00	$0.00	$0.00	
L. Insurance	**$0.00**	$0.00	$0.00	$0.00	$0.00	
M. Staff Travel						
1. Home Visiting Travel Costs	**$83,433.00**	$48,060.00	$0.00	$0.00	$35,373.00	**HFF**: 29 staff-108,000 miles annually*$0.445 per mile = $48,060 **OTHER**: 15 staff-16,527 miles annually*$0.67 per mile=$11,073. Grant overage (state vs. county rate) 108,000 miles*$.225 per mile=$24,300 Total = $35,373
2. Training Travel Costs	**$8,308.00**	$0.00	$0.00	$0.00	$8,308.00	**OTHER**: 20 staff - Hotel for 1 night avg @ $175 per night = $3,500 Meals @ County Rate=$10 breakfast, $19 lunch, $35 dinner=Total $64 daily .75 meals paid day of departure and return 20 staff*2.5 days*$64=$3,200 Avg round trip mileage=120 miles*20 staff*$0.67 per mile=$1,608 Total = $4,808 Trainings will vary based upon frequency of new staff hired. Examples include HFF Family Support, Child Abuse & Neglect, Domestic Violence, Pathways to Parenthood.
3. Conference (Other) Travel Costs	**$7,752.00**	$0.00	$0.00	$0.00	$7,752.00	**OTHER**:**Total = $7,752. FL Leadership Conference** - Orlando 4 staff*1 hotel night *$200/night estimate = $800 Meals @ County Rate=$10 breakfast, $19 lunch, $35 dinner=total $64 daily .75 meals paid day of departure and return - 4 staff*2.5 days*$64 = $640 Avg round trip mileage=128 miles* - 4 staff*$0.67 per mile = $343 | $1,783 **Supervisor's Summit** - Tallahassee - 3 staff*3 hotel nights*$400/night estimate = $3,600 Meals @ County Rate=$10 breakfast, $19 lunch, $35 dinner=total $64 daily .75 meals paid day of departure and return 3 staff*4.5 days*$64 = $864 Avg round trip mileage=458 miles*$0.67 per mile = $307 | $4,771 **Krimes Against Kids** - Orlando - 3 Meals @ County Rate=$10 breakfast, $19 lunch, $35 dinner=total $64 daily .75 meals paid day of departure and return 8 staff*1 day*$64 = $512 Avg round trip mileage=128 miles*8 staff*$0.67 per mile = $686 | $1,198
Subtotal Staff Travel	**$99,493.00**	**$48,060.00**	**$0.00**	**$0.00**	**$51,433.00**	
N. Conference Registration Fees and Staff Training Registration Fees						
1. Conference Registration Fees	**$0.00**	$0.00	$0.00	$0.00	$0.00	
2. Staff Training Registration Fees	**$0.00**	$0.00	$0.00	$0.00	$0.00	
Subtotal Registration Fees	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
O. Membership Fees and Subscriptions						
1. HFA Affiliation Fee	**$8,075.00**	$8,075.00	$0.00	$0.00	$0.00	**HFF -** June 25-June 26 Rate = $8,075 for 29 direct service FTEs
2. Membership Fees	**$0.00**	$0.00	$0.00	$0.00	$0.00	
3. Subscriptions	**$0.00**	$0.00	$0.00	$0.00	$0.00	
SubtotalMembership Fees and Subscriptions	**$8,075.00**	**$8,075.00**	**$0.00**	**$0.00**	**$0.00**	
P. Advertising	**$1,475.00**	$0.00	$0.00	$0.00	$1,475.00	**OTHER**: Brochures-300 each @$75 per 100=$225+$750 for staff logo shirts+$500 for additional outreach materials = $1,475
Q. Outside Printing and Artwork	**$170.00**	$0.00	$0.00	$0.00	$170.00	**OTHER**: Business Cards-10 boxes @ $17 per box = $170
R. Other Allowable Costs						
1. Vehicle Maintenance	**$2,851.00**	$0.00	$0.00	$0.00	$2,851.00	**OTHER**: 1 HFP Vehicle Annual Maintenance Fee $2,127+$724for fuel = $2,851
Subtotal Other Allowable Costs	**$2,851.00**	**$0.00**	**$0.00**	**$0.00**	**$2,851.00**	
DIRECT EXPENSES TOTAL	**$3,230,688.00**	**$1,571,553.00**	**$394,811.00**	**$0.00**	**$1,264,324.00**	
Administrative Expenses						
Allocated Management and General Overhead, not to exceed 10% of HFF grant amount	**$69,436.00**	$0.00	$0.00	$0.00	$69,436.00	**OTHER:** 1 Position: Fiscal Specialist II: .40 FTE
GRAND TOTAL (Direct and Administrative Expenses)	**$3,300,124.00**	**$1,571,553.00**	**$394,811.00**	**$0.00**	**$1,333,760.00**	
REVENUE SUMMARY						
(List Revenue Sources)						
1. Healthy Families Florida	**$1,571,553.00**	$1,571,553.00	$0.00	$0.00	$0.00	HFF Grant: $1,446,553; NRF: $125,000
2. Polk County BoCC General Fund	**$1,728,571.00**	$0.00	$394,811.00	$0.00	$1,333,760.00	
Total Anticipated Revenue (Must equal Grand Totals above)	**$3,300,124.00**	**$1,571,553.00**	**$394,811.00**	**$0.00**	**$1,333,760.00**	

ADDITIONAL CONTRIBUTIONS
MONTH/YEAR: _____

Instructions: Please provide detailed information below for each new contribution, (that was NOT included in the original executed contract) and submit with your monthly invoice.

***In-Kind* Contributions**				
Date	**Donor**	**Company**	**Amount**	**Detailed Description**
		Subtotal		
***Cash* Contributions**				
Date	**Donor**	**Company**	**Amount**	**Detailed Description**
		Subtotal		

Attachment 5

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature: Marcia Andersen Date: 3/13/2025

Application or Contract ID Number: HF 25-30-05

Name of Authorized Individual Application or Contractor: Marcia Andersen

Address of Organization: 1235 Marshall Edwards DR.
Bartow, FL 33830

CF 1123
Effective July 2015
(CF-1123-1516)

DCF OFFICE OF CIVIL RIGHTS COMPLIANCE CHECKLIST

[To see "INSTRUCTIONS," click paragraph symbol ¶ on standard toolbar at top of your computer screen.]

Provider Name	County	Region/Circuit
Healthy Families Polk	Polk	30

Corporate Mailing Address
2135 Marshalls Edwards Dr.

City, State, Zip Code	Main Telephone Number
Bartow 33830	863-519-2022

DCF Contract(s) Number(s)	Total Contract(s) amount $	Total amount of federal funding $	Total amount of state funding $
LJ959	$285,818,130.00	$116,763,954.28	$169,054,175.72

Are any of the contract numbers listed above a multi-year contract? If yes, state which one(s) and contract period.
LJ959 July 1, 2015 – June 30, 2025

Completed By (name and title)	Telephone Number	Date Completed
Richard L Bradford	863-534-6075	3/10/2025

PART I.

1. Describe the geographic area served and the type of service(s) provided: Polk County is located in Central Florida. It is an urban/ rural mix covering 2,012 square miles with 17 municipalities. The poverty level is 17% and approximately 20% of the population is without health coverage. This program will serve individuals who have mental illness/substance abuse disorders and a history of criminal justice involvement who are at risk of reoffending.

2. Population of Area Served. List source of data: 2020 Census

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male
725,046	78.80	16.20	24.60	5	51	49

3. Staff Currently Employed. Effective date: Mar. 2025

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
2,492	67	13.36	16.53	3.31	33	67	unk

4. Number of Clients Participating or Served. Effective date: Mar. 2025

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
376	47	36	38	17	100	0	0

5. Advisory or Governing Board, if applicable.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
5	100	0	0	0	20	80	0

PART II. (Use a separate sheet of paper for any explanations requiring more space.)

6. Compare staff composition (#3) to population of area served (#2). Is staff representative of the population served? If No or NA, please explain.	☒Yes ☐No ☐NA
7. Compare client composition (#4) to population of area served (#2). Are race/sex composition representative of populations served? If NO or NA, please explain. For race, our client composition consists of 17% less White, 11% more Black and 7% more Other.	☐Yes ☒No ☐NA
8. Do you inform employees, applicants, and clients of their protection against discrimination in employment practices and in the delivery of services? If YES, how (verbal, written, poster)? If NO or NA, please explain. verbal, written, poster	☒Yes ☐No ☐NA
9. Do recruitment and notification materials advise applicants, employees and clients of your non-discrimination policy? If NO, please explain.	☒Yes ☐No ☐NA
10. Do you have a grievance/complaint policy or procedure receive, investigate and resolve complaints regarding employment decisions and provision of services to clients? If NO, please explain.	☒Yes ☐No ☐NA
11. Does your grievance/complaint policy or procedure notify your employees and clients of their right to file a complaint with the appropriate external agency and provide contact information for these agencies (DOJ, HHS, EEOC, DCF)? If NO, please explain.	☒Yes ☐No ☐NA

12. If applicable, does your grievance/complaint policy incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of Section 504 of the Rehabilitation Act of 1973 (disability in employment practices and the delivery of services)? *[Applicable to providers with 50 or more employees and $25,000 or more in DOJ funding.]* If NO, please explain.	☐Yes ☐No ☒NA

PART III. (Use a separate sheet of paper for any explanations requiring more space.)

13. Provide the number and status of any service delivery and employment discrimination complaints filed against your organization within the last 12 months. 0	
14. Have you submitted any findings of discrimination issued by a court or administrative agency to **both** the DCF Office of Civil Rights and appropriate external agency (DOJ, USDA). If NO, please explain.	☐Yes ☐No ☒NA
15. Are program eligibility requirements applied to applicants and clients without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.	☒Yes ☐No ☐NA
16. Are benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.	☒Yes ☐No ☐NA
17. Are room assignments for in-patient services made without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain. We are a home visitation program and we do not provide housing or residential services	☐Yes ☐No ☒NA
18. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, please explain. We do not have these items on site but we do have a policy and procedures in place to be able to access auxiliray aids though community resources when needed.	☒Yes ☐No ☐NA
19. Are the programs/facilities/services accessible to mobility, deaf or hard of hearing, and sight impaired individuals? If NO or NA, please explain.	☒Yes ☐No ☐NA
20. Are Limited-English Proficient (LEP) applicants and recipients provided equal access to benefits and services, including free interpreter services? If NO or NA, please explain. List below what steps are taken to ensure meaningful access to persons with LEP (written policy, outreach, etc.). We have bilinugual staff available to assist as needed	☒Yes ☐No ☐NA
21. Have you conducted a self-evaluation to identify barriers to serving individuals with disabilities or LEP? If NO or NA, please explain.	☒Yes ☐No ☐NA
22. Provide the name and contact information for the individual designated as your organization's Section 504, ADA, and/or Title VI Coordinator for compliance activities.	Polk County BoCC- Richard L Bradford, Equal Opportunity Administrator, 863-534-6075 HF Polk Tami Jones 863-519-2022
23. Are you providing Civil Rights training (employment and service delivery) for staff? If YES, how often? If NO or NA, please explain. List all the civil rights training provided to staff within the last 12 months. Staff complete the online HIPPA and ADA Deaf and Hard of Hearing upon hire and annually.	☒Yes ☐No ☐NA
24. If you conduct religious activities as part of your program or services, do you: a. Provide services to everyone regardless of religion or religious belief? b. Keep religious activity such as prayer and religious instruction separate from federally funded activities? c. Are religious activities voluntary? If NO or NA to any of the questions above, please explain. We do not conduct religious activities	☐Yes ☐No ☒NA ☐Yes ☐No ☒NA ☐Yes ☐No ☒NA

25. If you are a sub-recipient of *DOJ funding and operate an educational program or activity*, have you taken the following actions: a. Adopted grievance procedures that provide for prompt and equitable resolution of complaints that allege sex discrimination in violation of Title IX of the Education Amendments of 1972? b. Designated a person to coordinate compliance with Title IX? c. Notified applicants, employees, students, parents, and clients that you do not discriminate on the basis of sex in your educational programs or activities? If applicable and you answered NO to any of the questions above, please explain.	☐ Yes ☐ No ☒ NA ☐ Yes ☐ No ☒ NA ☐ Yes ☐ No ☒ NA
26. If applicable, do you have an Equal Employment Opportunity Plan (EEOP)? If you are a sub-recipient of DOJ funding, have you filed the appropriate EEOP certification with Office of Civil Rights, Office of Justice Programs? **If YES, provide a copy of the EEOP and/or certification.**	☐ Yes ☐ No ☒ NA

PART IV.

DEPARTMENT OF CHILDREN AND FAMILIES USE ONLY			
Date Received by DCF Contract Manager			Date Reviewed by Contract Manager
Contract Manager Name/Signature			Telephone Number
Is the contract information (contract number, amount of contract, etc.) correct?			☐ YES ☐ NO
Did contracted services provider answer/complete all three sections? If YES, submit to Civil Rights Officer (CRO). If NO, return to provider for completion.			☐ YES ☐ NO
Date Submitted to Civil Rights Officer (CRO)	Date Received by CRO	Date Reviewed by CRO	In Compliance? ☐ YES ☐ NO
Comments			
Type of Compliance Review: ☐ On-Site Limited Review ☐ On-Site Full Review ☐ Desk Limited Review			
Date of Compliance/No-Compliance Notice	Response Due Date		Response Received Date
Compliant? ☐ YES ☐ NO	Civil Rights Officer Name/Signature		

SINGLE-POINT-OF-CONTACT INFORMATION

Attachment 7

Instructions: Please provide the Single-Point-of-Contact information for the lead entity, project and, if applicable, one for each subcontractor.

Contract #: HF-25-30-05 Project Name: HF Polk Date Completed: 03/18/2025

Name	Date SPOC training completed	Position/Title	Agency	Street Address	Mailing Address	Telephone Number	E-Mail Address
Tami Jones	10/30/2024	Program Secretary	Healthy Families Polk	2135 Marshall Edwards Dr. Bartow, FL 33830	2135 Marshall Edwards Dr. Bartow, FL 33830	863-519-2022	tamijones@polk-county.net

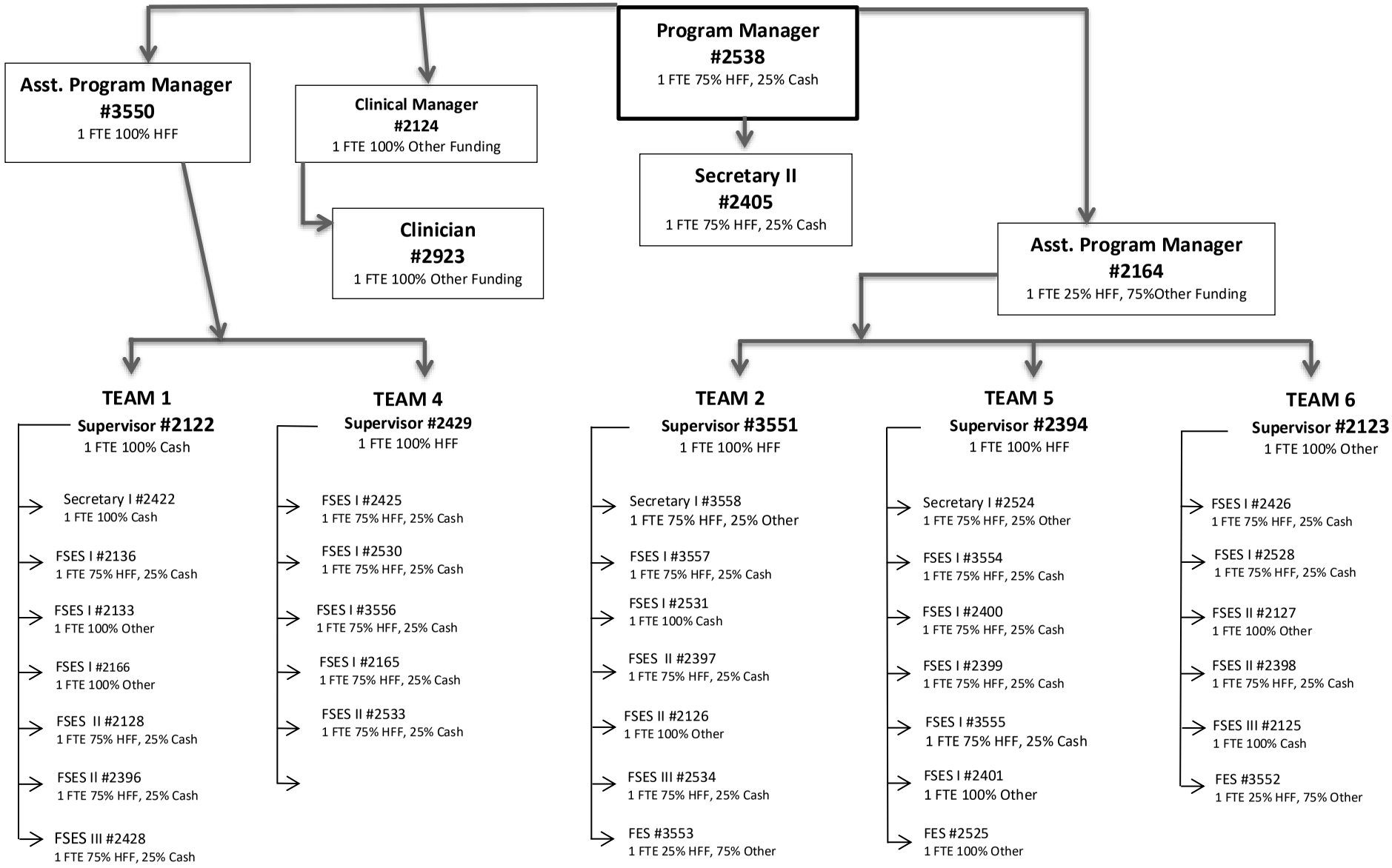
I attest that the above-named staff has completed the SPOC training and the completion certificates are in their personnel file.

Program Manager/Associate Director: Shaneal Allen

Date: 3/18/2025

Attachment 8

Fiscal Year 25-26



	FY 17/18	FY 18/19	FY 20/19	FY 20/21	FY 21/22	FY22/23	FY 23/24	FY 24/25	FY 25/26
Healthy Families Polk, FTE:	**45.00**	**45.00**	**45.00**	**45.00**	**44.00**	**44.00**	**43.00**	**43.00**	**43.00**

Mental Health Counselor Enhancement

A. Services to be Provided

A-1. Major Program Goal

Provide in-home counseling services to Healthy Families participants who are referred by the family support specialist. Services will be provided by a licensed clinician, referred to hereinafter as a mental health counselor, for treatment of substance abuse, domestic violence and mental health challenges.

A-2. Participants to Be Served

A-2.1. General Description

The minimum number of participants served by the mental health counselor per calendar month (caseload) shall be 15. The maximum caseload per calendar month shall be determined by the family specialist and provider based on the intensity of services needed by enrolled participants.

A-2.2. Participant Eligibility

Healthy Families participants who have experienced or who are experiencing substance abuse, domestic violence or mental health issues identified at assessment or during services as needing in-home counseling services.

B. Manner of Service Provision

B-1. Service Tasks

B-1.1. Task List

B-1.1.1. The mental health counselor shall perform the following tasks:

B-1.1.1.1. Provide direct services for participants:

B-1.1.1.1.1. Collect referrals for mental health counselor services and determine eligibility based on risk factors;

B-1.1.1.1.2. Conduct psychosocial assessments;

B-1.1.1.1.3. Provide ongoing individual, relationship and family in-home counseling services;

B-1.1.1.1.4. Refer for specialized services and follow-up with family and service providers on those services;

B-1.1.1.1.5. Develop and update treatment plans; and,

B-1.1.1.1.6. Accompany the family support specialist on home visits, as appropriate.

B-1.1.1.2. Provide collaboration and consultation services for family support specialists and other team members:

B-1.1.1.2.1. Review home visiting and supervision records;

B-1.1.1.2.2. Lead/facilitate staff briefings and meetings with family support specialists and other team staff;

B-1.1.1.2.3. Provide consultations to family support specialists and other team members;

B-1.1.1.2.4. Provide training to family support specialists and other team members, when necessary, on topics related to infant mental health and working with participants with challenging issues;

B-1.1.1.2.5. Participate in service planning for participants; and,

B-1.1.1.2.6. Participate in supervision meetings between the family support specialist and the family support specialist supervisor, as appropriate.

B-1.1.1.3. Attend Training:

B-1.1.1.3.1. Attend the mental health counselor core training provided by HFF within 90 days of hire;

B-1.1.1.3.2. Attend domestic violence training provided by HFF, within the recommended HFF timeline guidelines;

B-1.1.1.3.3. Attend substance abuse, and child abuse and neglect training provided by HFF unless special certification or training has been acquired on the topic, within the recommended HFF timeline guidelines. Approval by HFF is required;

B-1.1.1.3.4. Share other training attended by the mental health counselor with HFF.

B-1.1.2. The provider shall perform the following tasks and deliver all reports as specified in Section B.4.2., Reports:

B-1.1.2.1. Collect data, ensure timely and accurate data entry and ensure completeness of data for services provided by the mental health counselor, referrals to the mental health counselor, referrals made by the mental health counselor and outcomes for referrals made to or by the family specialist in the HFF Data System by the 10th of the following month.

B-1.1.2.2. Follow the Mental Health Counselor policies and procedures and the data collection guidelines provided by HFF.

B-1.1.2.3. Perform monthly quality assurance reviews for data entry, accuracy, completeness and entry into the HFF Data System.

B-1.1.2.4. Conduct regular meetings with mental health counselor to review referral process, caseload and family progress.

B-1.1.2.5. Administer the Participant Satisfaction Survey and Staff Satisfaction Survey for Mental Health Counselor Services when directed by the Ounce Research, Evaluation and Systems Unit. The project must distribute the Mental Health Counselor Satisfaction Questionnaire for Participants in printed or digital format to current and previously enrolled participants. The project must distribute the Mental Health Counselor Satisfaction Questionnaire for HFF Staff in digital format to all current direct service staff and supervisors. The project must use questionnaires developed by the Ounce of Prevention Fund/HFF.

B-1.1.2.6. Participate in HFF Mental Health Counselor conference calls and convey information to other staff, as needed. The mental health counselor is required to be present on all calls. If circumstances arise in which the staff is unable to attend, the provider must notify the program coordinator prior to the call.

B-1.2. Task Limits

No fees shall be charged to persons receiving services.

B-2. Staffing Requirements

B-2.1. Staffing Levels

These funds are for one mental health counselor position, full-time equivalent reflected on the attached approved organizational chart and approved budget.

B-2.2. Professional Qualifications

B-2.2.1. The mental health counselor shall have a Master's degree in psychology, social work, counseling or similar degree from an accredited college or university, have a current, or be in process of receiving, Florida license (LCSW, LMHC or LMFT) and a minimum of two (2) years of experience providing individual and/or family therapy to those affected by domestic violence, mental health or substance abuse.

B-2.2.2. Employment Screening - The provider shall ensure that all staff in sensitive positions, including volunteers, are of good moral character and meet the Level 2 Employment Screening standards as specified in sections 435.04, 110.1127 and subsection 39.001(2), F.S.

as a condition of employment and continued employment that shall include, but are not limited to:

B-2.2.2.1 Affidavit of Good Moral Character: (http://www.dcf.state.fl.us/programs/backgroundscreening/forms.shtml)

B-2.2.2.2 Employment history checks;

B-2.2.2.3 Fingerprinting for all criminal record checks, using the Live Scan Background Screening Submission Form: (http://www.dcf.state.fl.us/programs/backgroundscreening/docs/LiveScanForm.pdf);

B-2.2.2.4 Statewide criminal and juvenile delinquency record checks through the Florida Department of Law Enforcement;

B-2.2.2.5 Federal criminal record checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement;

B-2.2.2.6 Security background investigation, which may include local criminal record checks through local law enforcement agencies;

B-2.2.2.7 Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

B-2.2.2.8 The Provider must submit an original notarized **Letter of Affidavit on Level 2 Background Screening** each State fiscal year for the term of the Subcontract stating that all required staff has been screened or the Provider is awaiting the results of screening. This document is located on the Resource Library

B-2.3. Staffing Changes

Notify HFF via e-mail to Hffdeliverables@ounce.org within five (5) working days of any change or vacancy in the mental health counselor position.

B-2.4. Subcontractors

These services may be subcontracted as long as the mental health counselor works on-site when not visiting participants and functions as part of the Healthy Families staff.

B-3. Service Delivery Location and Equipment

B-3.1. Service Delivery Location

Services shall be provided in the service area identified in Exhibit B-3.

B-3.2. Equipment

Equipment, property or information technology resources shall not be purchased with these funds without prior approval from HFF.

B-4. Deliverables

B-4.1. Records and Documentation

B-4.1.1. Documentation of training delivered to include a sign-in sheet for each training, training date, training subject and agenda/summary.

B-4.1.2. Maintain Documentation to include all completed source data collection forms used to meet reporting requirements. This includes, but is not limited to, participant and staff questionnaires, data collection forms, psychosocial assessments, treatment plans, case notes

from in-home counseling visits and consultations with family support specialists and other team members.

B-4.1.3. Submit the updated site-specific Mental Health Counselor Policies and Procedures, using the updated HFF Policies and Procedures. Review, revise and submit all updated Policies and Procedures, to Hffdeliverables@ounce.org by **November 30th**.

B-4.2. Reports

Submit the Quarterly Narrative Report, including the Mental Health Counselor /Navigator report and Mental Health Counselor /Navigator Success story to hffdeliverables@ounce.org by the 15th day of the month for the previous quarter using the Quarterly Narrative Report template provided by HFF**.**

B-5. Performance Specifications

B-5.1. Performance Measures

B-5.1.1 100 percent of the minimum number of participants (caseload) as described in Section A-2.1 shall be served by the mental health counselor per calendar month. Data shall be collected using the HFF Tracking System.

B-5.1.2 90 percent of participants served by the mental health counselor shall be satisfied with the mental health counselor services. Data shall be collected using Mental Health Counselor Satisfaction Survey for Participants provided by HFF as described in Section B-1.1.2.5.

B-5.1.3 90 percent of family support specialists and supervisors shall be satisfied with the mental health counselor services. Data shall be collected using the Mental Health Counselor Satisfaction Questionnaire for FSSs and Supervisors provided by HFF as described in Section B-1.1.2.5.

B-5.1.4 100 percent of Mental Health Counselors shall complete Core training within ninety (90) of hire.

B-5.2. Description of Performance Measurement Terms

B-5.2.1 Participant Satisfaction - On the Mental Health Counselor Satisfaction Survey for Participants, “overall satisfaction” is indicated by a response of “agree” or “strongly agree” to the question, “Overall, I am satisfied with the counseling services that I received.”

B-5.2.2 Staff Satisfaction - On the Mental Health Counselor Satisfaction Questionnaire for FSSs and Supervisors, “overall satisfaction” is indicated by a response of “agree” or “strongly agree” to the question, “Overall, I am satisfied with the support that the family specialist has given us.”

Behavioral Healthcare Navigator Enhancement

A. Services to be Provided

A-1. Major Program Goal

Provide behavioral healthcare navigation/referral coordination services to Healthy Families participants who are referred by the family support specialist. Services will be provided by a staff person that meets the qualifications listed in section B-2.2., referred to hereinafter as a navigator, to address substance abuse, domestic violence and mental health challenges.

A-2. Participants To Be Served

A-2.1. General Description

The minimum number of families served by the navigator per calendar month (caseload) shall be 20. The maximum caseload per calendar month shall be determined by the navigator and provider based on the intensity of services needed by enrolled families.

A-2.2. Participant Eligibility

Healthy Families participants who have experienced or who are experiencing substance abuse, domestic violence or mental health issues identified at assessment or during services as needing community based counselling, treatment or other services.

B. Manner of Service Provision

B-1. Service Tasks

B-1.1. Task List

B-1.1.1. The navigator shall perform the following tasks:

B-1.1.1.1. Provide direct services for families:

B-1.1.1.1.1. Collect referrals for navigator services and determine need based on risk factors;

B-1.1.1.1.2. Conduct family consultation to develop a referral plan;

B-1.1.1.1.3. Provide behavioral healthcare navigation/referral coordination services to identify suitable care providers and to connect participants with the appropriate level of care, based on their clinical need and community provider availability;

B-1.1.1.1.4. Refer participants for specialized services and follow-up with family and service providers on those services;

B-1.1.1.1.5. Develop and update referral plans; and,

B-1.1.1.1.6. Accompany the family support specialist on home visits, as appropriate.

B-1.1.1.2. Provide collaboration and consultation services for family support specialists and other team members:

B-1.1.1.2.1. Review home visiting and supervision records as needed;

B-1.1.1.2.2. Lead/facilitate staff briefings and meetings with family support specialists and other team staff;

B-1.1.1.2.3. Provide consultations to family support specialists and other team members;

B-1.1.1.2.4. Coordinate, provide and/or recommend training to family support specialists and other team members, when necessary, on topics related to behavioral health and working with families with challenging issues;

B-1.1.1.2.5. Participate in service planning for families; and,

B-1.1.1.2.6. Participate in supervision meetings between the family support specialist and the supervisor, as appropriate.

B-1.1.1.3. Provide community outreach services:

B-1.1.1.3.1. Assess community provider capacity and compile a directory of local service providers in mental health, substance abuse and domestic violence;

B-1.1.1.3.2. Develop relationships and/or MOUs with providers to facilitate effective referral of HFF families to services;

B-1.1.1.3.3. Conduct or participate in provider meetings to maintain positive relationships with community service providers.

B-1.1.1.4. Attend Training:

B-1.1.1.4.1 Attend the navigator core training provided by HFF, within 90 days of hire;

B-1.1.1.4.2 Attend domestic violence training provided by HFF, within the recommended HFF timeline guidelines;

B-1.1.1.4.3 Attend substance abuse, and child abuse and neglect training provided by HFF unless special certification or training has been acquired on the topic, within the recommended HFF timeline guidelines. Approval by HFF is required;

B-1.1.1.4.4 Share other training attended by the navigator with HFF.

B-1.1.2. The provider shall perform the following tasks and deliver all reports as specified in Section B.4.2., Reports:

B-1.1.2.1. Collect data, ensure timely and accurate data entry and ensure completeness of data for services provided by the navigator, referrals to the navigator, referrals made by the navigator and outcomes for referrals made to or by the navigator in the HFF Data System by the 10th of the following month.

B-1.1.2.2. Follow the Behavioral Healthcare Navigator policies and procedures and the data collection guidelines provided by HFF.

B-1.1.2.3. Perform monthly quality assurance reviews for data entry, accuracy, completeness and entry into the HFF Data System.

B-1.1.2.4. Conduct regular meetings with navigator to review referral process, caseload and family progress.

B-1.1.2.5. Administer the Participant Satisfaction Survey and Staff Satisfaction Survey for Behavioral Healthcare Navigator Services during the month of April. The project must distribute the Navigator Satisfaction Questionnaire for Families in printed or digital format to current and previously enrolled families. The project must distribute the Navigator Satisfaction Questionnaire for FSSs and Supervisors in digital format to all current FSSs and supervisors. The project must use questionnaires developed by the Ounce of Prevention/HFF.

B-1.1.2.6. Participate in HFF Navigator conference calls and convey information to other staff, as needed. The navigator is required to be present on all calls. If circumstances arise in which the staff is unable to attend, the provider must notify the program coordinator prior to the call.

B-1.2. Task Limits

No fees shall be charged to persons receiving services.

B-2. Staffing Requirements

B-2.1. Staffing Levels

These funds are for one navigator position, full-time equivalent reflected on the attached approved organizational chart and approved budget.

B-2.2. Professional Qualifications

B-2.2.1. The navigator shall have a minimum of a Bachelor's degree in social work, counseling, psychology, nursing or a related field and a minimum of two (2) years' experience providing referral and case management services to those affected by domestic violence, mental health or substance abuse.

B-2.2.2. Employment Screening - The provider shall ensure that all staff in sensitive positions, including volunteers, are of good moral character and meet the Level 2 Employment Screening standards as specified in sections 435.04, 110.1127 and subsection 39.001(2), F.S. as a condition of employment and continued employment that shall include, but are not limited to:

B-2.2.2.1 Affidavit of Good Moral Character: (http://www.dcf.state.fl.us/programs/backgroundscreening/forms.shtml)

B-2.2.2.2 Employment history checks;

B-2.2.2.3 Fingerprinting for all criminal record checks, using the Live Scan Background Screening Submission Form: (http://www.dcf.state.fl.us/programs/backgroundscreening/docs/LiveScanForm.pdf);

B-2.2.2.4 Statewide criminal and juvenile delinquency record checks through the Florida Department of Law Enforcement;

B-2.2.2.5 Federal criminal record checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement;

B-2.2.2.6 Security background investigation, which may include local criminal record checks through local law enforcement agencies;

B-2.2.2.7 Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

B-2.2.2.8 The Provider must submit an original notarized **Letter of Affidavit on Level 2 Background Screening** each State fiscal year for the term of the Subcontract stating that all required staff has been screened or the Provider is awaiting the results of screening. This document is located on the Resource Library

B-2.3. Staffing Changes

Notify HFF via e-mail to Hffdeliverables@ounce.org within five (5) working days of any change or vacancy in the navigator position.

B-2.4. Subcontractors

These services may be subcontracted as long as the navigator works on-site when not visiting families and functions as part of the Healthy Families staff.

B-3. Service Delivery Location and Equipment

B-3.1. Service Delivery Location

Services shall be provided in the service area identified in Exhibit B-3.

B-3.2. Equipment

Equipment, property or information technology resources shall not be purchased with these funds without prior approval from HFF.

B-4. Deliverables

B-4.1. Records and Documentation

B-4.1.1. Documentation of training delivered to include a sign-in sheet for each training, training date, training subject and agenda/summary.

B-4.1.2. Maintain Documentation to include all completed source data collection forms used to meet reporting requirements. This includes, but is not limited to, participant and staff questionnaires, data collection forms, psychosocial assessments, treatment plans, case notes from service contacts and consultations with family support specialists and other team members.

B-4.1.3. Submit the updated site-specific Behavioral Healthcare Navigator Policies and Procedures, using the updated HFF Policies and Procedures. Review, revise and submit all updated Policies and Procedures, to Hffdeliverables@ounce.org by **November 30th**.

B-4.2. Reports

Submit the Quarterly Narrative Report, including the Family Specialist/Navigator report and Family Specialist/Navigator Success story to hffdeliverables@ounce.org by the 15th day of the month for the previous quarter using the Quarterly Narrative Report template provided by HFF**.**

B-5. Performance Specifications

B-5.1. Performance Measures

B-5.1.1 100 percent of the minimum number of families (caseload) as described in Section A-2.1 shall be served by the navigator per calendar month. Data shall be collected using the HFF Tracking System.

B-5.1.2 90 percent of participants served by the navigator shall be satisfied with the navigator. Data shall be collected using the Navigator Satisfaction Questionnaire for Families provided by HFF as described in Section B-1.1.2.5.

B-5.1.3 90 percent of family support specialists and supervisors shall be satisfied with the navigator services. Data shall be collected using the Navigator Satisfaction Questionnaire for FSWs and Supervisors provided by HFF as described in Section B-1.1.2.5.

B-5.1.4 100% of Navigators shall complete Core training within ninety (90) days of hire.

B-5.2. Description of Performance Measurement Terms

B-5.2.1 Participant Satisfaction - On the Navigator Satisfaction Questionnaire for Families, “overall satisfaction” is indicated by a response of “agree” or “strongly agree” to the question, “Overall, I am satisfied with the navigator services that I received.”

B-5.2.2 Staff Satisfaction - On the Navigator Satisfaction Questionnaire for FSSs and Supervisors, “overall satisfaction” is indicated by a response of “agree” or “strongly agree” to the question, “Overall, I am satisfied with the support that the navigator has given us.”

Circle of Parents® Project

A. Services to be Provided

A-1. Major Program Goal

Coordinate and facilitate Circle of Parents® groups (Circle groups) to HFF participants and the community. Group facilitation will be provided by a trained staff person within the local HFF site, herein referred to as "Coordinator".

A-2. Participants to Be Served

A-2.1. General Description

Site will establish a Circle group as an outreach activity for engaging new families in HFF services. A minimum of one Circle group meeting will be held by the HFF site each month. The service population will have an emphasis on engaging fathers.

A-2.2. Participant Eligibility

Circle groups are open to current and past HFF participants, co-participants, and family members and other non-participant families in the HFF site service area. Outreach and engagement specifically for fathers is encouraged.

B. Manner of Service Provision

B-1. Service Tasks

B-1.1. Task List

B-1.1.1. The Coordinator shall perform the following tasks:

B-1.1.1.1. Provide direct services for families through facilitation of monthly Circle groups:

B-1.1.1.1.1. Attend Circle of Parents training provided by Prevent Child Abuse Florida, the Florida Chapter of Prevent Child Abuse America;

B-1.1.1.1.2. Plan meeting date, location and activities for Circle group meetings to occur monthly at a minimum;

B-1.1.1.1.3. Facilitate activities during Circle group meetings;

B-1.1.1.1.4. Develop a parent leader for the Circle group, according to guidelines provided by Circle of Parents and Prevent Child Abuse Florida (PCA Florida) during training;

B-1.1.1.1.5. Attend Circle of Parents facilitator training provided by PCA Florida;

B-1.1.1.1.6. Participate in debriefing sessions with program manager and supervisor(s) to ensure that staff are aware of any family needs, concerns or changes;

B-1.1.1.1.7. Develop relationships with local agencies and partners to support Circle groups through donations, referrals and wrap around services;

B-1.1.1.1.8. Collect the new parent information form and ensure that it is completed appropriately;

B-1.1.1.1.9. Ensure that Circle group attendance logs are completed at each meeting;

B-1.1.1.1.10. Report Circle group attendance data on the PCA Florida Circle of Parents – Group Data Submission website; and

B-1.1.1.1.11. Participate in HFF Circle of Parents conference calls and convey information to other staff, as needed.

B-1.1.1.2. The provider shall perform the following tasks and deliver any reports as specified in Section B.4.b., Reports:

B-1.1.1.2.1. Collect data, ensure timely and accurate data entry and ensure completeness of data for Circle groups.

B-1.1.1.2.2. Administer funds according to the approved Circle group budget and project proposal.

B-1.1.1.2.3. Conduct regular meetings with Coordinator to review progress of Circle groups and ensure that staff are aware of any family needs, concerns or changes.

B-1.1.1.2.4. Participate in HFF Circle of Parents conference calls and convey information to other staff, as needed. The Coordinator is required to be present on all calls. If circumstances arise in which the staff is unable to attend, the provider must notify the HFF program coordinator prior to the call.

B-1.1.2. Task Limits

No fees shall be charged to persons receiving services.

B-2. Staffing Requirements

B-2.1. Staffing Levels

Funds shall be used to support staff effort to maintain Circle Groups as reflected on the attached approved budget.

B-2.2. Professional Qualifications

The Provider shall ensure that the Coordinator is a staff member in good standing.

B-2.3. Staffing Changes

The Provider shall notify HFF via e-mail to Hffdeliverables@ounce.org within five (5) working days of any change of Coordinator.

B-3. Service Delivery Location and Equipment

B-3.1. Service Delivery Location

Services shall be provided in the service area identified in Exhibit B-3.

B-3.2. Equipment

Equipment, property or information technology resources shall not be purchased with these funds without prior approval from HFF.

B-4. Deliverables

B-4.1. Records and Documentation

B-4.1.1. Documentation of Circle group meeting attendance.

B-4.1.2. Maintain documentation to include attendance forms, new parent information forms and documentation of consultations with program managers, supervisors, and other team members.

Executive Compensation Annual Report

Instructions: Upon entering into a contract with the Department of Children and Families (Department), and annually by May 1 of each year, providers in a contract with the Department must complete Sections 1 and 2 of this form, and Section 3 if required. Completion of this document is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) and Executive Order 20-44. All references to entity or contract(s) in Sections 2 and 3 shall refer to the Entity and Contract(s) identified in Section 1. Upon completion submit this form to the relevant Department Contract manager(s).

Section 1: Attestation

I swear (or affirm) to my authority to make binding representations on behalf of the entity listed below, the information contained in this document is accurate and complete to the best of the below-listed entity's knowledge, and both I and the below-listed entity intend the Department rely upon the information contained in this document.

Polk County Board of County Commissioners
Entity Name

LJ959 HF Polk #25-30-05
Department Contract Numbers

JBN5EHFNGUG9
UEID Number

William D. Beasley
Printed Name of Authorized Person

Signature of Authorized Person

7/1/2025
Date

STATE OF FLORIDA
COUNTY OF Polk

Sworn to (or affirmed) before me by means of ☑ physical presence or ☐ online notarization, this 1st day of July, 2025 by William D. Beasley

Notary Public State of Florida
Stacy Lynn Craver
My Commission HH 644108
Expires 2/24/2029

Signature of Notary Public- State of Florida

Personally Known OR Produced Identification
Type of Identification Produced: _____

Section 2: Qualifying Questions

1) Did one or more of the contract(s) result from the Entity being named in federal law or Florida Statutes (substantive or appropriation) as the required recipient of a single source, public-private agreement?

☐ Yes ▣ No

2) During the preceding fiscal year, did the Entity receive 50% or more of its budget from either the State of Florida or from a combination of State and Federal funds?

☐ Yes ▣ No

3) During the preceding fiscal year, did the Entity: (a) receive more than $25 million in total federal funding, (b) the federal funds so received accounted for more than 80% of the Provider's annual gross revenue, and (c) was the compensation of top five executives for the preceding fiscal year not available publicly?

☐ Yes ▣ No

If the answer to **any** question in this section is Yes, you must proceed to and complete **Section 3**. Otherwise, submit this form to your relevant Department Contract Manager.

Section 3: Annual Executive Compensation Report

Attach the latest copy of the Entity's most recent IRS Form 990 and complete the following. If the IRS 990 form is unavailable for the last fiscal year, please explain why:

List the Entity's current directors, board members, chief executive officer, chief financial officer, chief operating officer, and any other person performing equivalent functions by their title, total annual compensation, and the percentage of compensation from state (FL %) or federal (Fed %) allocations. If any executive compensation changes prior to the next annual report, the Entity must submit an updated version of this report with those changes, and their total annual compensation. Total annual compensation includes salary, bonuses, cashed-in-leave, cash equivalents, paid personal leave, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout [see also 17 CFR 229.402(c)(2)]. Include the percentage of the total compensation directly from the state or federal allocations to the contracted entity. If any of the above-listed persons also receive compensation from organizations that: (a) created or were created by the Entity; (b) that were created by any of the above-listed persons whose compensation therefrom also derives from state or federal allocations; or (c) contract with the Entity, then identify the organization(s), their relationship with the Entity or the above listed person, and that person's annual compensation from each such organization, and the percentage of that compensation from state (FL %) or federal (Fed %) allocations. The Entity is not required to disclose the additional compensation a person receives from organizations that contract with the Entity if the above listed person was identified solely upon the person's status as an uncompensated member of the Entity's board of directors, whatever the person's actual title in the organization.

Name	Title	Total Annual Compensation	FL %	Fed %	FL & Fed % (Total)

Memorandum of Agreement (MOA)
Lead Agency Name/Healthy Families (HF) Site Name Program
In partnership with
Partner Name

This agreement is entered into between Lead Agency Name/HF Site Name and Partner Name. This agreement shall be effective on (date), or upon signature of all parties and shall remain in effect until June 30, 2025, or until changes are requested by any signatory.

Purpose

The purpose of this MOA is to build collaboration between Lead Agency Name/HF Site Name and Partner Name, in order to ensure a seamless system of service delivery to potential clients residing in (name) County. The goal is for families to receive the best services for their needs as well as to minimize duplication of services, ensure effective use of local resources, and collectively support continuous improvement of program services. Successful implementation will require local community collaboration, consensus building, careful planning and infrastructure development. Lead Agency Name/HF Site Name and Partner Name are committed to working together to provide a continuum of care to families residing in (name) County. This agreement outlines roles and responsibilities for collaboration between Lead Agency Name/HF Site Name and Partner Name as well as responsibilities for ensuring client confidentiality.

Background on Lead Agency Name/HF Site Name

Created by the Florida Legislature in 1998, Healthy Families Florida (F.S. 409.153) is a nationally accredited, voluntary family support and coaching program that is proven to help parents provide safe and stable home environments. In partnership with the Department of Children and Families, the Ounce of Prevention Fund of Florida administers Healthy Families Florida in all 67 Florida counties. Lead Agency Name, through a subcontract agreement with the Ounce of Prevention Fund of Florida, provides Healthy Families home visiting services in (name) county as HF Site Name.

Additional local organizational information can be added here.

Background on Partner Name

Partner Name is type of organization located in_____. Provide a brief description of the partner organization and services that they provide.

Roles and responsibilities of both partners

1. HF Site Name and Partner Name will promote collaboration and provide opportunities for mutual input.
2. Partner Name will regularly review referrals that require action based on agreed procedures with HF Site Name as included in this MOA.
3. Partner Name will work with HF Site Name to address and/or resolve identified issues and concerns related to collaboration, information sharing, cross-training or program services.
4. HF Site Name and the Partner Name will provide on-going training about their programs to one another as the need arises.
5. HF Site Name and Partner Name will share training opportunities that may enhance the knowledge or skills of staff from HF Site Name or Partner Name

Roles and responsibilities of HF Site Name

1. HF Site Name will
2. HF Site Name will

Roles and responsibilities of Partner Name

1. Partner Name will
2. Partner Name will

Description of the types of services provided by HF Site Name

HF Site Name provides services in the following areas: List counties or zip codes. These services are offered to

expectant families and families of newborns who are at risk of abuse or neglect. If the family volunteers to participate, a trained family support specialist is assigned to the family to offer in-home visits. At that point, an assessment of concerns is conducted that will then guide services while the family is enrolled.

HF Site Name offers voluntary services in the family's home. Services are uniquely tailored to the needs of each family. Services include parent coaching, goal setting, child developmental screening, home safety screening and connections to additional needed services. HF Site Name services are designed to prevent child abuse and neglect by enhancing parent's ability to create safe, stable, and nurturing home environments, promoting healthy childhood growth and development, ensuring that family's social and medical needs are met.

Some families may need services beyond the scope of those offered through HF Site Name. These services, such as domestic violence intervention, substance abuse treatment, psychiatric treatment and protective supervision fall outside the scope of the HF Site Name program. HF Site Name relies upon strong partnerships in the community to provide these types of services.

Additional local service information can be added here. For example, if your site offers enhanced services through a Mental Health Counselor or Navigator, include that information here.

Description of the types of services provided by Partner Name
HF Partner Name provides services in the following areas: List counties or zip codes.

Confidentiality and information sharing

1. HF Site Name and Partner Name agree to respect the confidentiality of the family. Information may be shared between Partner Name and HF Site Name if the agency providing the information has a Limited Authorization to Exchange Information signed by the family or participant. Information to be shared may include information specifically authorized for release on the Limited Authorization to Exchange Information.
2. HF Site Name and Partner Name agree to ensure participant confidentiality in compliance with all Federal, State laws, and regulations as delineated in the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act.
3. Where applicable, all parties to this agreement will comply with the Health Insurance Portability Accountability Act, the Health Information Technology for Economic and Clinical Health Act, as well as all regulations promulgated there under.
4. HF Site Name and Partner Name agree to implement procedures to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Children and Families, the Ounce of Prevention Fund of Florida, and the Healthy Families Florida confidentiality and information security policies, and any amendments to the security requirements provided during the period of this agreement.

Procedures for referral process to HF Site Name
List steps for partner to refer families/participants to HF site for services

Procedures for referral process to Partner Name
List steps for HF site to refer families/participants to partner for services

Designated point of contact for each agency

a. The Lead Agency/HF site name representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:	b. The Partner Agency representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:
Lead Agency Representative's Name:	Partner Agency Representative's Name:
Position Title:	Position Title:
Organization Name:	Organization Name:
Address:	Address:
City/State/Zip Code:	City/State/Zip Code:
Phone Number & Ext:	Phone Number & Ext:
Cell Number:	Cell Number:
Fax Number:	Fax Number:
E-mail:	E-mail:

A description of strategies and activities of Partner Name to meet the contents of the MOA

List additional activities partner will do to meet the intent of the MOU. Examples include making referrals to HF site with particular populations, provide HF site with information/resources on a particular topic, conduct a training for HF site on particular topic.

A description of strategies and activities of HF Site Name to meet the contents of the MOA

List additional activities HF site will do to meet the intent of the MOU. Examples include making referrals to partner with particular populations, provide partner with information/resources on a particular topic, conduct a training for partner on particular topic.

Term of agreement

This MOA will be in effect upon the signature of each agency/organization representative listed on the signature page. The agreement will be valid through June 30, 2025. This MOA must be reviewed annually by representatives of the signing agencies/programs to ensure its purpose is fulfilled and to make any necessary revisions. Backup documentation of the review must be maintained and made available for review by the Ounce of Prevention Fund of Florida.

Provide the review process here. Who will take part in the review, when review will be conducted (month), how documentation will be kept, etc.

Fiscal Year	Date reviewed	HF Site	Partner	Revisions Made	Method of review	Review Backup Documentation Attached/located
FY 25-26						
FY 26-27						
FY 27-28						
FY 28-29						
FY 29-30						

Signature

All terms of this MOA are fully understood and accepted by Partner Name and HF Site Name as represented by the signers of this agreement. Any modifications to this agreement will be made in writing with the consent of both parties. This agreement may be terminated by a 30-day written notice from either party for cause, including a change in state, federal, or local directive without penalties or liabilities. There will not be an exchange of funds between the parties for tasks associated with this Memorandum of Agreement.

_____	_____
Signature	Signature
_____	_____
Date	Date
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Agency	Agency

Healthy Families Florida Quarterly Narrative Report

Attachment 14

Reporting for HF: **Project Name** **Reporter**:

Reporting Period: **Choose an item.** **Date Submitted:**

Please complete and submit this form to hffdeliverables@ounce.org by the 15th of the month following each quarter. Where provided, use the drop down boxes to select appropriate answers. Do not remove/delete questions that do not apply, instead write or use the drop down box to select "**Not Applicable**."

Referrals and Numbers Served

1. Report the monthly number of families served for each month of the quarter. (This data is available in the Monthly Served Report in the Capacity/Closures section of the Performance Management System.)
2. If your project did not meet the minimum monthly compliance measure in any one of the three months of this reporting period, please describe the extenuating circumstances and the strategies for increasing the number of families served.

Successes and Challenges

3. Share any successes your project has had **since the last quarterly narrative report** and any strategies utilized to realize these successes. Innovative strategies that may benefit other projects will be shared with other HFF projects.

4. Describe any new/major challenges in program implementation your project has had **since the last quarterly narrative report** (e.g., meeting outcomes, staff turnover, etc.).

Community Engagement

5. Describe any new successes or challenges you experienced with community collaborations (e.g., DCF, Community-Based Care providers, Healthy Start, DJJ, etc.) since the last quarterly narrative report.

6. Describe how you educated community partners and the public during the quarter on HFF and the benefits of the program.

7. Detail any community events or participant activities/events that occurred during the quarter.

Mental Health Counselor OR Navigator Report – Only to be completed if you have an Enhancement Position(s)

8. If you have a Mental Health Counselor **AND**/**OR** Navigator, complete the sections below. **Choose an item.**
9. If the Mental Health Counselor **AND**/**OR** Navigator did not meet the monthly contracted number of families to be served in any one of the three months of this reporting period (15 per month for Mental Health Counselor, 20 per month for Navigators), please describe the extenuating circumstances and the strategies for increasing the number of families served.
10. Describe in narrative format how at least one participant has made progress since they began Mental Health Counselor **AND**/**OR** Navigator services. The example should demonstrate the high-risk nature of the family and how these services are critical in preventing child abuse and neglect. **Insert story here**. Each example must include:
    - the family ID so that we can cross-reference the narrative with data
    - a brief history of what brought the family into the Healthy Families program
    - symptoms/concerns at the time they started services with the Mental Health Counselor **and/or** Navigator (why were they referred)
    - results of the psychosocial or needs assessment and service plan goals
    - how the Mental Health Counselor **and/or** Navigator and FSS worked together (if applicable)

- how the Mental Health Counselor **and/or** Navigator connected participant or other family members with auxiliary services such as childcare, transportation, medication management or detox (if applicable)
- what techniques/strategies were implemented by the Mental Health Counselor (if applicable)
- how the participant(s) and child(ren) are benefitting as a result of the Mental Health Counselor **and/or** Navigator services

11. Describe any new barriers (if any) that were identified related to connecting families with needed services. (For example- are there service gaps in the community or unexpected barriers to receiving services.)
12. Is there any way in which the HFF Central Office can better assist your project in providing Mental Health Counselor **and/or** Navigator services, either through direct technical assistance or through conference calls/meetings? Please describe.

Quality Improvement Plan Update

13. Attach the update to your site's Quality Improvement Plan **Choose an item.**

Parent Engagement and Leadership

14. Provide a detailed success story of **any** Healthy Families family that has made significant progress. If the family is a level 3, 4 or graduate and the family is willing to share outside of HFF, it should be written by the family in first person and a signed Authorization to Exchange Information form must be on file and submitted upon request. No authorization is required if the story is provided by staff and only includes a participant ID and no family names. **Insert story here**

15. Provide information on Parent Leadership activities, which are defined as meaningful involvement of family members who are consumers of program services in the areas of program planning, implementation and evaluation. Describe the activities below.

State of Florida
Department of Children and Families

SECURITY AGREEMENT

FOR DEPARTMENT OF CHILDREN AND FAMILIES (DCF) EMPLOYEES AND SYSTEMS USERS

The Department of Children and Families has authorized me:

Name _____ Employer/Office/Region _____

To have access to sensitive data using computer-related media (e.g., printed reports, system inquiry, online updates, electronic copies or any photographic or magnetic media).

By my signature below, I acknowledge my understanding a security violation may result in criminal prosecution according to the provisions of Federal and State statutes and may also result in disciplinary action against me according to the department's Standards of Conduct in the Employee Handbook. Also by signing below, I acknowledge that I have received, read, understand and agree to be bound by the following:

- I understand the Florida Computer Crimes Act, Chapter 815, Florida Statutes, prohibits individuals from willfully, knowingly, and without authorization from deleting important data, or accessing, disrupting, denying use, destroying, injuring, or introducing a virus/malware on a computer, computer system, or computer network, or modifying or destroying computer data, computer programs, or their supporting documentation. Violations are not acceptable and may be subject to discipline up to and including separation and/or criminal charges.

- I understand Chapter 119.0712, Florida Statutes, provides that all personal identifying information contained in records relating to an individual's personal health or eligibility for health-related services held by the Department of Health is confidential.

- I understand Chapter 119.0712, Florida Statutes, provides that personal information contained in a motor vehicle record is confidential pursuant to the federal Driver's Privacy Protection Act (DPPA) of 1994, 18 U.S.C. ss. 2721 et seq. Such information may be released only as authorized by that act.

- I understand that 45 CFR §155.260, Privacy and Security of Personally Identifiable Information, requires the DCF workforce to comply with all policies and procedures developed and implemented by DCF to protect the privacy and security of Personally Identifiable Information.

- I understand the penalty provisions of Sections 7431, 7213 and 7213A of the Internal Revenue Code, which provide civil and criminal penalties for unauthorized inspection or disclosure of Federal Tax Information.

- I understand that Internal Revenue Code 6103(l)(7) provides confidentiality for FTI accessed for work related to the Social Security Act, the Food Stamp Act of 1977, or USC Title 38 and disclosure of this information is a confidentiality violation.

- I understand that DCF operating procedure CFOP 50-2, Security of Data and Information Technology Resources, outlines the processes for securely connecting to the department's network and securely using departmental data and other information technology resources, including how to report a security event.

- I understand it is the policy of DCF that no contract employee shall have access to Internal Revenue Service tax information or Florida Department of Law Enforcement managed Criminal Justice Information Security policy covered data (https://www.fbi.gov/filerepository/cjissecurity-policy-v5_5_20160601-2-1.pdf), unless approved in writing, by name and position to access specified information, as authorized by regulation and/or statute.

- I understand it is the policy of DCF that I do not disclose personal passwords.

- I understand it is the policy of DCF that I do not obtain Department information for my own use or another person's personal use.

- I understand the viewing of employee or client data, even data that is not confidential or otherwise exempt from disclosure as a public record, without a business need constitutes misuse of access and is not acceptable and may be subject to discipline up to and including separation.

- I understand the Department of Children and Families will perform regular database queries to identify possible misuse of access.

- I will only access or view information or data for which I am authorized and have a legitimate business reason to see when performing my job duties. I shall maintain the integrity of all confidential and sensitive information accessed.

PRIVACY ACT STATEMENT: Disclosure of your social security number is voluntary, but must be provided in order to gain access to department systems. It is protected information pursuant to Section 282.318, Florida Statutes, the Security of Data and Information Technology Resources Act. The Department requests social security numbers to ensure secure access to data systems, prevent unauthorized access to confidential and sensitive information collected and stored by the Department, and provide a unique identifier in our systems.

Print Employee / System User Name	Signature Employee / System User	Date
Print Supervisor Name	Supervisor Signature	Date

AGREEMENT REFERENCES

FLORIDA STATUTES, CHAPTER 815: COMPUTER RELATED CRIMES

815.01 Short title.—The provisions of this act shall be known and may be cited as the "Florida Computer Crimes

Act."

History.—s. 1, ch. 78-92.

815.02 Legislative intent.—The Legislature finds and declares that:

(1) Computer-related crime is a growing problem in government as well as in the private sector.

(2) Computer-related crime occurs at great cost to the public since losses for each incident of computer crime tend to be far greater than the losses associated with each incident of other white collar crime.

(3) The opportunities for computer-related crimes in financial institutions, government programs, government records, and other business enterprises through the introduction of fraudulent records into a computer system, the unauthorized use of computer facilities, the alteration or destruction of computerized information or files, and the stealing of financial instruments, data, and other assets are great.

(4) The proliferation of new technology has led to the integration of computer systems in most sectors of the marketplace through the creation of computer networks, greatly extending the reach of computer crime.

(5) While various forms of computer crime might possibly be the subject of criminal charges based on other provisions of law, it is appropriate and desirable that a supplemental and additional statute be provided which proscribes various forms of computer abuse. History.—s. 1, ch. 78-92; s. 2, ch. 2014-208.

815.03 Definitions.—As used in this chapter, unless the context clearly indicates otherwise:

(1) "Access" means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network.

(2) "Computer" means an internally programmed, automatic device that performs data processing.

(3) "Computer contaminant" means any set of computer instructions designed to modify, damage, destroy, record, or transmit information within a computer, computer system, or computer network without the intent or permission of the owner of the information. The term includes, but is not limited to, a group of computer instructions, commonly called viruses or worms, which are self-replicating or self-propagating and which are designed to contaminate other computer programs or computer data; consume computer resources; modify, destroy, record, or transmit data; or in some other fashion usurp or interfere with the normal operation of the computer, computer system, or computer network.

(4) "Computer network" means a system that provides a medium for communication between one or more computer systems or electronic devices, including communication with an input or output device such as a display terminal, printer, or other electronic equipment that is connected to the computer systems or electronic devices by physical or wireless telecommunication facilities.

(5) "Computer program or computer software" means a set of instructions or statements and related data which, when executed in actual or modified form, cause a computer, computer system, or computer network to perform specified functions.

(6) "Computer services" include, but are not limited to, computer time; data processing or storage functions; or other uses of a computer, computer system, or computer network.

(7) "Computer system" means a device or collection of devices, including support devices, one or more of which contain computer programs, electronic instructions, or input data and output data, and which perform functions, including, but not limited to, logic, arithmetic, data storage, retrieval, communication, or control. The term does not include calculators that are not programmable and that are not capable of being used in conjunction with external files.

(8) "Data" means a representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions. Data may be in any form, in storage media or stored in the memory of the computer, or in transit or presented on a display device.

(9) "Electronic device" means a device or a portion of a device that is designed for and capable of communicating across a computer network with other computers or devices for the purpose of transmitting,

receiving, or storing data, including, but not limited to, a cellular telephone, tablet, or other portable device designed for and capable of communicating with or across a computer network and that is actually used for such purpose.

(10) "Financial instrument" means any check, draft, money order, certificate of deposit, letter of credit, bill of exchange, credit card, or marketable security.

(11) "Intellectual property" means data, including programs.

(12) "Property" means anything of value as defined in s. 812.012 and includes, but is not limited to, financial instruments, information, including electronically produced data and computer software and programs in machine-readable or human-readable form, and any other tangible or intangible item of value. History.—s. 1, ch. 78-92; s. 9, ch. 2001-54; s. 4, ch. 2010-117; s. 3, ch. 2014-208.

815.04 Offenses against intellectual property; public records exemption.—

(1) A person who willfully, knowingly, and without authorization introduces a computer contaminant or modifies or renders unavailable data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, computer network, or electronic device commits an offense against intellectual property.

(2) A person who willfully, knowingly, and without authorization destroys data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, computer network, or electronic device commits an offense against intellectual property.

(3) Data, programs, or supporting documentation that is a trade secret as defined in s. 812.081, that is held by an agency as defined in chapter 119, and that resides or exists internal or external to a computer, computer system, computer network, or electronic device is confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This subsection is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2021, unless reviewed and saved from repeal through reenactment by the Legislature.

(4) A person who willfully, knowingly, and without authorization discloses or takes data, programs, or supporting documentation that is a trade secret as defined in s. 812.081 or is confidential as provided by law residing or existing internal or external to a computer, computer system, computer network, or electronic device commits an offense against intellectual property.

(5)(a) Except as otherwise provided in this subsection, an offense against intellectual property is a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) If the offense is committed for the purpose of devising or executing any scheme or artifice to defraud or to obtain any property, the person commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

History.—s. 1, ch. 78-92; s. 1, ch. 94-100; s. 431, ch. 96-406; s. 1, ch. 2014-177; s. 4, ch. 2014-208; s. 5, ch. 2016-5; s. 20, ch. 2016-6.

815.045 Trade secret information.—The Legislature finds that it is a public necessity that trade secret information as defined in s. 812.081, and as provided for in s. 815.04(3), be expressly made confidential and exempt from the public records law because it is a felony to disclose such records. Due to the legal uncertainty as to whether a public employee would be protected from a felony conviction if otherwise complying with chapter 119, and with s. 24(a), Art. I of the State Constitution, it is imperative that a public records exemption be created. The Legislature in making disclosure of trade secrets a crime has clearly established the importance attached to trade secret protection. Disclosing trade secrets in an agency's possession would negatively impact the business interests of those providing an agency such trade secrets by damaging them in the marketplace, and those entities and individuals disclosing such trade secrets would hesitate to cooperate with that agency, which would impair the effective and efficient administration of governmental functions. Thus, the public and private harm in disclosing trade secrets significantly outweighs any public benefit derived from disclosure, and the public's ability to scrutinize and monitor agency action is not diminished by nondisclosure of trade secrets. History.—s. 2, ch. 94-100. Note.—Former s. 119.165.

815.06 Offenses against users of computers, computer systems, computer networks, and electronic devices.—
(1) As used in this section, the term "user" means a person with the authority to operate or maintain a computer, computer system, computer network, or electronic device.
(2) A person commits an offense against users of computers, computer systems, computer networks, or electronic devices if he or she willfully, knowingly, and without authorization:
(a) Accesses or causes to be accessed any computer, computer system, computer network, or electronic device with knowledge that such access is unauthorized;
(b) Disrupts or denies or causes the denial of the ability to transmit data to or from an authorized user of a computer, computer system, computer network, or electronic device, which, in whole or in part, is owned by, under contract to, or operated for, on behalf of, or in conjunction with another;
(c) Destroys, takes, injures, or damages equipment or supplies used or intended to be used in a computer, computer system, computer network, or electronic device;
(d) Destroys, injures, or damages any computer, computer system, computer network, or electronic device;
(e) Introduces any computer contaminant into any computer, computer system, computer network, or electronic device; or
(f) Engages in audio or video surveillance of an individual by accessing any inherent feature or component of a computer, computer system, computer network, or electronic device, including accessing the data or information of a computer, computer system, computer network, or electronic device that is stored by a third party.
(3)(a) Except as provided in paragraphs (b) and (c), a person who violates subsection (2) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
(b) A person commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if he or she violates subsection (2) and:
1. Damages a computer, computer equipment or supplies, a computer system, or a computer network and the damage or loss is at least $5,000;
2. Commits the offense for the purpose of devising or executing any scheme or artifice to defraud or obtain property;
3. Interrupts or impairs a governmental operation or public communication, transportation, or supply of water, gas, or other public service; or
4. Intentionally interrupts the transmittal of data to or from, or gains unauthorized access to, a computer, computer system, computer network, or electronic device belonging to any mode of public or private transit, as defined in s. 341.031.
(c) A person who violates subsection (2) commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if the violation:
1. Endangers human life; or
2. Disrupts a computer, computer system, computer network, or electronic device that affects medical equipment used in the direct administration of medical care or treatment to a person.
(4) A person who willfully, knowingly, and without authorization modifies equipment or supplies used or intended to be used in a computer, computer system, computer network, or electronic device commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.
(5)(a) In addition to any other civil remedy available, the owner or lessee of the computer, computer system, computer network, computer program, computer equipment or supplies, electronic device, or computer data may bring a civil action against a person convicted under this section for compensatory damages.
(b) In an action brought under this subsection, the court may award reasonable attorney fees to the prevailing party.
(6) A computer, computer system, computer network, computer software, computer data, or electronic device owned by a defendant that is used during the commission of a violation of this section or a computer or electronic device owned by the defendant that is used as a repository for the storage of software or data obtained in violation of this section is subject to forfeiture as provided under ss. 932.701-932.704.
(7) This section does not apply to a person who:
(a) Acts pursuant to a search warrant or to an exception to a search warrant authorized by law;
(b) Acts within the scope of his or her lawful employment; or
(c) Performs authorized security operations of a government or business.

(8) For purposes of bringing a civil or criminal action under this section, a person who causes, by any means, the access to a computer, computer system, computer network, or electronic device in one jurisdiction from another jurisdiction is deemed to have personally accessed the computer, computer system, computer network, or electronic device in both jurisdictions.

(9) This chapter does not impose liability on a provider of an interactive computer service as defined in 47 U.S.C. s. 230(f), information service as defined in 47 U.S.C. s. 153, or communications service as defined in s. 202.11 that provides the transmission, storage, or caching of electronic communications or messages of others; other related telecommunications or commercial mobile radio service; or content provided by another person. History.—s. 1, ch. 78-92; s. 11, ch. 2001-54; s. 5, ch. 2014-208.

815.061 Offenses against public utilities.—

(1) As used in this section, the term "public utility" includes:

(a) A public utility or electric utility as defined in s. 366.02.

(b) A utility as defined in s. 367.021.

(c) A natural gas transmission company as defined in s. 368.103.

(d) A person, corporation, partnership, association, public agency, municipality, cooperative, gas district, or other legal entity and their lessees, trustees, or receivers, now or hereafter owning, operating, managing, or controlling gas transmission or distribution facilities or any other facility supplying or storing natural or manufactured gas or liquefied gas with air admixture or any similar gaseous substances by pipeline to or for the public within this state. (e) A separate legal entity created under s. 163.01 and composed of any of the entities described in this subsection for the purpose of providing utility services in this state, including wholesale power and electric transmission services.

(2) A person may not willfully, knowingly, and without authorization:

(a) Gain access to a computer, computer system, computer network, or electronic device owned, operated, or used by a public utility while knowing that such access is unauthorized.

(b) Physically tamper with, insert a computer contaminant into, or otherwise transmit commands or electronic communications to a computer, computer system, computer network, or electronic device that causes a disruption in any service delivered by a public utility.

(3)(a) A person who violates paragraph (2)(a) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) A person who violates paragraph (2)(b) commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

History.—s. 6, ch. 2014-208.

815.07 This chapter not exclusive.—The provisions of this chapter shall not be construed to preclude the applicability of any other provision of the criminal law of this state which presently applies or may in the future apply to any transaction which violates this chapter, unless such provision is inconsistent with the terms of this chapter. History.—s. 1, ch. 78-92.

The Driver Privacy Protection Act

18 USC 2721, Title 18-CRIMES AND CRIMINAL PROCEDURE, PART I-CRIMES

CHAPTER 123 - PROHIBITION ON RELEASE AND USE OF CERTAIN PERSONAL INFORMATION FROM STATE MOTOR VEHICLE RECORDS

Under Florida law, motor vehicle, driver license and vehicular crash record information are public information. The Driver Privacy Protection Act, 18 United States Code, Section 2721, keeps personal information private by limiting those who can have it. DPPA restricts public access to social security numbers, driver license or identification card numbers, names, addresses, telephone numbers and medical or disability information, contained in motor vehicle and driver license records. Additionally, emergency contact information and email addresses are restricted pursuant to Section 119.0712(2), Florida Statutes.

(a) In General.-A State department of motor vehicles, and any officer, employee, or contractor thereof, shall not knowingly disclose or otherwise make available to any person or entity:

(1) personal information, as defined in 18 U.S.C. 2725(3), about any individual obtained by the department in connection with a motor vehicle record, except as provided in subsection (b) of this section; or

(2) highly restricted personal information, as defined in 18 U.S.C. 2725(4), about any individual obtained by the department in connection with a motor vehicle record, without the express consent of the person to whom such information applies, except uses permitted in subsections (b)(1), (b)(4), (b)(6), and (b)(9): Provided, That subsection (a)(2) shall not in any way affect the use of organ donation information on an individual's driver's license or affect the administration of organ donation initiatives in the States.

(b) Permissible Uses.-Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321–331 of title 49, and, subject to subsection (a)(2), may be disclosed as follows:

(1) For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.

(2) For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.

(3) For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only-

(A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and

(B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.

(4) For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.

(5) For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.

(6) For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.

(7) For use in providing notice to the owners of towed or impounded vehicles.

(8) For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.

(9) For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49.

(10) For use in connection with the operation of private toll transportation facilities.

(11) For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.

(12) For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.

(13) For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.

(14) For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

(c) Resale or Redisclosure.-An authorized recipient of personal information (except a recipient under subsection (b)(11) or (12)) may resell or redisclose the information only for a use permitted under subsection (b) (but not for uses under subsection (b)(11) or (12)). An authorized recipient under subsection (b)(11) may resell or redisclose personal information for any purpose. An authorized recipient under subsection (b)(12) may resell or redisclose personal information pursuant to subsection (b)(12). Any authorized recipient (except a recipient under subsection (b)(11)) that resells or rediscloses personal information covered by this chapter must keep for a period of 5 years records identifying each person or entity that receives information and the permitted purpose for which the information will be used and must make such records available to the motor vehicle department upon request. **(d) Waiver Procedures.-**A State motor vehicle department may establish and carry out procedures under which the department or its agents, upon receiving a request for personal information that does not fall within one of the exceptions in subsection (b), may mail a copy of the request to the individual about whom the information was requested, informing such individual of the request, together with a statement to the effect that the information will not be released unless the individual waives such individual's right to privacy under this section.
(e) Prohibition on Conditions.-No State may condition or burden in any way the issuance of an individual's motor vehicle record as defined in 18 U.S.C. 2725(1) to obtain express consent. Nothing in this paragraph shall be construed to prohibit a State from charging an administrative fee for issuance of a motor vehicle record.

(Added Pub. L. 103–322, title XXX, §300002(a), Sept. 13, 1994, 108 Stat. 2099 ; amended Pub. L. 104–287, §1, Oct. 11, 1996, 110 Stat. 3388 ; Pub. L. 104–294, title VI, §604(b)(46), Oct. 11, 1996, 110 Stat. 3509 ; Pub. L. 106–69, title III, §350(c), (d), Oct. 9, 1999, 113 Stat. 1025 ; Pub. L. 106–346, §101(a) [title III, §309(c)–(e)], Oct. 23, 2000, 114 Stat. 1356 , 1356A-24.)

FLORIDA STATUTES, CHAPTER 119: PUBLIC RECORDS: DRIVER PRIVACY PROTECTION ACT (DPPA)

UNDER STATE LAW, MOTOR VEHICLE, DRIVER LICENSE, AND VEHICULAR CRASH RECORDS ARE SUBJECT TO PUBLIC DISCLOSURE; THIS STATUTE KEEPS PERSONAL INFORMATION PRIVATE BY LIMITING WHO HAS ACCESS TO THE INFORMATION.

119.0712 Executive branch agency-specific exemptions from inspection or copying of public records.— (1) **DEPARTMENT OF HEALTH.—**All personal identifying information contained in records relating to an individual's personal health or eligibility for health-related services held by the Department of Health is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution, except as otherwise provided in this subsection. Information made confidential and exempt by this subsection shall be disclosed:
(a) With the express written consent of the individual or the individual's legally authorized representative. (b) In a medical emergency, but only to the extent necessary to protect the health or life of the individual.
(c) By court order upon a showing of good cause.
(d) To a health research entity, if the entity seeks the records or data pursuant to a research protocol approved by the department, maintains the records or data in accordance with the approved protocol, and enters into a purchase and data-use agreement with the department, the fee provisions of which are consistent with s. 119.07(4). The department may deny a request for records or data if the protocol provides for intrusive followback contacts, has not been approved by a human studies institutional review board, does not plan for the destruction of confidential records after the research is concluded, is administratively burdensome, or does not have scientific merit. The agreement must restrict the release of any information that would permit the identification of persons, limit the use of records or data to the approved research protocol, and prohibit any other use of the records or data. Copies of records or data issued pursuant to this paragraph remain the property of the department.

(2) **DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES.—**
(a) For purposes of this subsection, the term "motor vehicle record" means any record that pertains to a motor vehicle operator's permit, motor vehicle title, motor vehicle registration, or identification card issued by the Department of Highway Safety and Motor Vehicles.

(b) Personal information, including highly restricted personal information as defined in 18 U.S.C. s. 2725, contained in a motor vehicle record is confidential pursuant to the federal Driver's Privacy Protection Act of 1994, 18 U.S.C. ss. 2721 et seq. Such information may be released only as authorized by that act; however, information received pursuant to that act may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.

(c) E-mail addresses collected by the Department of Highway Safety and Motor Vehicles pursuant to s. 319.40(3), s. 320.95(2), or s. 322.08(9) are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies retroactively. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2020, unless reviewed and saved from repeal through reenactment by the Legislature.

(d) 1. Emergency contact information contained in a motor vehicle record is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

2. Without the express consent of the person to whom such emergency contact information applies, the emergency contact information contained in a motor vehicle record may be released only to law enforcement agencies for purposes of contacting those listed in the event of an emergency.

(3) **OFFICE OF FINANCIAL REGULATION**.—The following information held by the Office of Financial Regulation before, on, or after July 1, 2011, is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution:

(a) Any information received from another state or federal regulatory, administrative, or criminal justice agency that is otherwise confidential or exempt pursuant to the laws of that state or pursuant to federal law. (b) Any information that is received or developed by the office as part of a joint or multiagency examination or investigation with another state or federal regulatory, administrative, or criminal justice agency. The office may obtain and use the information in accordance with the conditions imposed by the joint or multiagency agreement. This exemption does not apply to information obtained or developed by the office that would otherwise be available for public inspection if the office had conducted an independent examination or investigation under Florida law.

History.—s. 1, ch. 97-185; s. 1, ch. 2001-108; ss. 1, 2, ch. 2004-62; s. 7, ch. 2004-335; ss. 32, 33, ch. 2005-251; s. 1, ch. 2006-199; s. 1, ch. 2007-94; ss. 1, 2, ch. 2009-153; s. 1, ch. 2011-88; s. 7, ch. 2013-18; s. 1, ch. 2015-32; s. 9, ch. 2016-10; s. 1, ch. 2016-28. Note.—

A. Additional exemptions from the application of this section appear in the General Index to the Florida Statutes under the heading "Public Records." B. Former s. 119.07(6)(aa), (cc).

Section 155.260: Privacy and security of personally identifiable information.

TITLE 45—Public Welfare

Subtitle A—DEPARTMENT OF HEALTH AND HUMAN SERVICES SUBCHAPTER A—GENERAL ADMINISTRATION

(a) Creation, collection, use and disclosure.

(1) Where the Exchange creates or collects personally identifiable information for the purposes of determining eligibility for enrollment in a qualified health plan; determining eligibility for other insurance affordability programs, as defined in §155.300; or determining eligibility for exemptions from the individual shared responsibility provisions in section 5000A of the Code, the Exchange may only use or disclose such personally identifiable information to the extent such information is necessary: (i) For the Exchange to carry out the functions described in §155.200;

(ii) For the Exchange to carry out other functions not described in paragraph (a)(1)(i) of this section, which the Secretary determines to be in compliance with section 1411(g)(2)(A) of the Affordable Care Act and for which an individual provides consent for his or her information to be used or disclosed; or

(iii) For the Exchange to carry out other functions not described in paragraphs (a)(1)(i) and (ii) of this section, for which an individual provides consent for his or her information to be used or disclosed, and which the Secretary determines are in compliance with section 1411(g)(2)(A) of the Affordable Care Act under the following substantive and procedural requirements:

(A) Substantive requirements. The Secretary may approve other uses and disclosures of personally identifiable information created or collected as described in paragraph (a)(1) of this section that are not described in paragraphs (a)(1)(i) or (ii) of this section, provided that HHS determines that the information will be used only for the purposes of and to the extent necessary in ensuring the efficient operation of the Exchange consistent with section 1411(g)(2)(A) of the Affordable Care Act, and that the uses and disclosures are also permissible under relevant law and policy.

(B) Procedural requirements for approval of a use or disclosure of personally identifiable information. To seek approval for a use or disclosure of personally identifiable information created or collected as described in paragraph (a)(1) of this section that is not described in paragraphs (a)(1)(i) or (ii) of this section, the Exchange must submit the following information to HHS:

(1) Identity of the Exchange and appropriate contact persons;

(2) Detailed description of the proposed use or disclosure, which must include, but not necessarily be limited to, a listing or description of the specific information to be used or disclosed and an identification of the persons or entities that may access or receive the information;

(3) Description of how the use or disclosure will ensure the efficient operation of the Exchange consistent with section 1411(g)(2)(A) of the Affordable Care Act; and

(4) Description of how the information to be used or disclosed will be protected in compliance with privacy and security standards that meet the requirements of this section or other relevant law, as applicable.

(2) The Exchange may not create, collect, use, or disclose personally identifiable information unless the creation, collection, use, or disclosure is consistent with this section.

(3) The Exchange must establish and implement privacy and security standards that are consistent with the following principles:

(i) Individual access. Individuals should be provided with a simple and timely means to access and obtain their personally identifiable information in a readable form and format;

(ii) Correction. Individuals should be provided with a timely means to dispute the accuracy or integrity of their personally identifiable information and to have erroneous information corrected or to have a dispute documented if their requests are denied;

(iii) Openness and transparency. There should be openness and transparency about policies, procedures, and technologies that directly affect individuals and/or their personally identifiable information;

(iv) Individual choice. Individuals should be provided a reasonable opportunity and capability to make informed decisions about the collection, use, and disclosure of their personally identifiable information; **(v) Collection, use, and disclosure limitations.** Personally identifiable information should be created, collected, used, and/or disclosed only to the extent necessary to accomplish a specified purpose(s) and never to discriminate inappropriately;

(vi) Data quality and integrity. Persons and entities should take reasonable steps to ensure that personally identifiable information is complete, accurate, and up-to-date to the extent necessary for the person's or entity's intended purposes and has not been altered or destroyed in an unauthorized manner;

(vii) Safeguards. Personally identifiable information should be protected with reasonable operational, administrative, technical, and physical safeguards to ensure its confidentiality, integrity, and availability and to prevent unauthorized or inappropriate access, use, or disclosure; and,

(viii) Accountability. These principles should be implemented, and adherence assured, through appropriate monitoring and other means and methods should be in place to report and mitigate non-adherence and breaches.

(4) For the purposes of implementing the principle described in paragraph (a)(3)(vii) of this section, the Exchange must establish and implement operational, technical, administrative and physical safeguards that are consistent with any applicable laws (including this section) to ensure—

(i) The confidentiality, integrity, and availability of personally identifiable information created, collected, used, and/or disclosed by the Exchange;

(ii) Personally identifiable information is only used by or disclosed to those authorized to receive or view it;
(iii) Return information, as such term is defined by section 6103(b)(2) of the Code, is kept confidential under section 6103 of the Code;
(iv) Personally identifiable information is protected against any reasonably anticipated threats or hazards to the confidentiality, integrity, and availability of such information;
(v) Personally identifiable information is protected against any reasonably anticipated uses or disclosures of such information that are not permitted or required by law; and
(vi) Personally identifiable information is securely destroyed or disposed of in an appropriate and reasonable manner and in accordance with retention schedules;

(5) The Exchange must monitor, periodically assess, and update the security controls and related system risks to ensure the continued effectiveness of those controls.
(6) The Exchange must develop and utilize secure electronic interfaces when sharing personally identifiable information electronically.

(b) Application to non-Exchange entities—
(1) Non-Exchange entities. A non-Exchange entity is any individual or entity that:
(i) Gains access to personally identifiable information submitted to an Exchange; or
(ii) Collects, uses, or discloses personally identifiable information gathered directly from applicants, qualified individuals, or enrollees while that individual or entity is performing functions agreed to with the Exchange. (2) Prior to any person or entity becoming a non-Exchange entity, Exchanges must execute with the person or entity a contract or agreement that includes:
(i) A description of the functions to be performed by the non-Exchange entity;
(ii) A provision(s) binding the non-Exchange entity to comply with the privacy and security standards and obligations adopted in accordance with paragraph (b)(3) of this section, and specifically listing or incorporating those privacy and security standards and obligations;
(iii) A provision requiring the non-Exchange entity to monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls in accordance with paragraph (a)(5) of this section;
(iv) A provision requiring the non-Exchange entity to inform the Exchange of any change in its administrative, technical, or operational environments defined as material within the contract; and
(v) A provision that requires the non-Exchange entity to bind any downstream entities to the same privacy and security standards and obligations to which the non-Exchange entity has agreed in its contract or agreement with the Exchange.
(3) When collection, use or disclosure is not otherwise required by law, the privacy and security standards to which an Exchange binds non-Exchange entities must:
(i) Be consistent with the principles and requirements listed in paragraphs (a)(1) through (6) of this section, including being at least as protective as the standards the Exchange has established and implemented for itself in compliance with paragraph (a)(3) of this section;
(ii) Comply with the requirements of paragraphs (c), (d), (f), and (g) of this section; and (iii) Take into specific consideration:
(A) The environment in which the non-Exchange entity is operating;
(B) Whether the standards are relevant and applicable to the non-Exchange entity's duties and activities in connection with the Exchange; and
(C) Any existing legal requirements to which the non-Exchange entity is bound in relation to its administrative, technical, and operational controls and practices, including but not limited to, its existing data handling and information technology processes and protocols.

(c) Workforce compliance. The Exchange must ensure its workforce complies with the policies and procedures developed and implemented by the Exchange to comply with this section.

(d) Written policies and procedures. Policies and procedures regarding the creation collection, use, and disclosure of personally identifiable information must, at minimum:

(1) Be in writing, and available to the Secretary of HHS upon request; and
(2) Identify applicable law governing collection, use, and disclosure of personally identifiable information.

(e) Data sharing. Data matching and sharing arrangements that facilitate the sharing of personally identifiable information between the Exchange and agencies administering Medicaid, CHIP or the BHP for the exchange of eligibility information must:
(1) Meet any applicable requirements described in this section;
(2) Meet any applicable requirements described in section 1413(c)(1) and (c)(2) of the Affordable Care Act;
(3) Be equal to or more stringent than the requirements for Medicaid programs under section 1942 of the Act; and
(4) For those matching agreements that meet the definition of "matching program" under 5 U.S.C. 552a(a)(8), comply with 5 U.S.C. 552a(o).

(f) Compliance with the Code. Return information, as defined in section 6103(b)(2) of the Code, must be kept confidential and disclosed, used, and maintained only in accordance with section 6103 of the Code.

(g) Improper use and disclosure of information. Any person who knowingly and willfully uses or discloses information in violation of section 1411(g) of the Affordable Care Act will be subject to a CMP of not more than $25,000 as adjusted annually under 45 CFR part 102 per person or entity, per use or disclosure, consistent with the bases and process for imposing civil penalties specified at §155.285, in addition to other penalties that may be prescribed by law.

[77 FR 18444, Mar. 27, 2012, as amended at 77 FR 31515, May 29, 2012; 79 FR 13837, Mar. 11, 2014; 79 FR 30346, May 27, 2014; 81 FR 12341, Mar. 8, 2016; 81 FR 61581, Sept. 6, 2016]

Section 7213: Unauthorized disclosure of information
26 U.S.C., United States Code, 2015 Edition,
Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration
CHAPTER 75-CRIMES, OTHER OFFENSES, AND FORFEITURES, Subchapter A-Crimes,
PART I-GENERAL PROVISIONS

(a) Returns and return information (1) Federal employees and other persons
It shall be unlawful for any officer or employee of the United States or any person described in section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)). Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense.
(2) State and other employees
It shall be unlawful for any person (not described in paragraph (1)) willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)) acquired by him or another person under subsection (d), (i)(1)(C), (3)(B)(i), or (7)(A)(ii), (k)(10), (l)(6), (7), (8), (9), (10), (12), (15), (16), (19), (20), or (21) or (m)(2), (4), (5), (6), or (7) of section 6103 or under section 6104(c). Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution. **(3) Other persons**

It shall be unlawful for any person to whom any return or return information (as defined in section 6103(b)) is disclosed in a manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(4) Solicitation

It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information (as defined in section 6103(b)) and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(5) Shareholders

It shall be unlawful for any person to whom a return or return information (as defined in section 6103(b)) is disclosed pursuant to the provisions of section 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not to exceed $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution. **(b) Disclosure of operations of manufacturer or producer**

Any officer or employee of the United States who divulges or makes known in any manner whatever not provided by law to any person the operations, style of work, or apparatus of any manufacturer or producer visited by him in the discharge of his official duties shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than $1,000, or imprisoned not more than 1 year, or both, together with the costs of prosecution; and the offender shall be dismissed from office or discharged from employment.

(c) Disclosures by certain delegates of Secretary

All provisions of law relating to the disclosure of information, and all provisions of law relating to penalties for unauthorized disclosure of information, which are applicable in respect of any function under this title when performed by an officer or employee of the Treasury Department are likewise applicable in respect of such function when performed by any person who is a "delegate" within the meaning of section 7701(a)(12)(B).

(d) Disclosure of software

Any person who willfully divulges or makes known software (as defined in section 7612(d)(1)) to any person in violation of section 7612 shall be guilty of a felony and, upon conviction thereof, shall be fined not more than $5,000, or imprisoned not more than 5 years, or both, together with the costs of prosecution. **(e) Cross references**

(1) Penalties for disclosure of information by preparers of returns

For penalty for disclosure or use of information by preparers of returns, see section 7216.

(2) Penalties for disclosure of confidential information

For penalties for disclosure of confidential information by any officer or employee of the United States or any department or agency thereof, see 18 U.S.C. 1905.

(Aug. 16, 1954, ch. 736, 68A Stat. 855 ; Pub. L. 85–866, title I, §90(c), Sept. 2, 1958, 72 Stat. 1666 ; Pub. L. 86–778, title I, §103(s), Sept. 13, 1960, 74 Stat. 940 ; Pub. L. 94–455, title XII, §1202(d), (h)(3), Oct. 4, 1976, 90 Stat. 1686 , 1688; Pub. L. 95–600, title VII, §701(bb)(1)(C), (6), Nov. 6, 1978, 92 Stat. 2922 , 2923; Pub. L. 96–249, title I, §127(a)(2)(D), May 26, 1980, 94 Stat. 366 ; Pub. L. 96–265, title IV, §408(a)(2)(D), June 9, 1980, 94 Stat. 468 , as amended Pub. L. 96–611, §11(a)(2)(B)(iv), Dec. 28, 1980, 94 Stat. 3574 ; Pub. L. 96–499, title III, §302(b), Dec. 5, 1980, 94 Stat. 2604 ; Pub. L. 96–611, §11(a)(4)(A), Dec. 28, 1980, 94 Stat. 3574 ; Pub. L. 97–248, title III, §356(b)(2), Sept. 3, 1982, 96 Stat. 645 ; Pub. L. 97–

365, §8(c)(2), Oct. 25, 1982, 96 Stat. 1754 ; Pub. L. 98–369, div. A, title IV, §453(b)(4), div. B, title VI, §2653(b)(4), July 18, 1984, 98 Stat. 820 , 1156; Pub. L. 98–378, §21(f)(5), Aug. 16, 1984, 98 Stat. 1326 ; Pub. L. 100–485, title VII, §701(b)(2)(C), Oct. 13, 1988, 102 Stat. 2426 ; Pub. L. 100–647, title VIII, §8008(c)(2)(B), Nov. 10, 1988, 102 Stat. 3787 ; Pub. L. 101–239, title VI, §6202(a)(1)(C), Dec. 19, 1989, 103 Stat. 2228 ; Pub. L. 101–508, title V, §5111(b)(3), Nov. 5, 1990, 104 Stat. 1388–273 ; Pub. L. 104–168, title XII, §1206(b)(5), July 30, 1996, 110 Stat. 1473 ; Pub. L. 105–33, title XI, §11024(b)(8), Aug. 5, 1997, 111 Stat. 722 ; Pub. L. 105–35, §2(b)(1), Aug. 5, 1997, 111 Stat. 1104 ; Pub. L. 105–206, title III, §3413(b), July 22, 1998, 112 Stat. 754 ; Pub. L. 107–134, title II, §201(c)(10), Jan. 23, 2002, 115 Stat. 2444 ; Pub. L. 108–173, title I, §105(e)(4), title VIII, §811(c)(2)(C), Dec. 8, 2003, 117 Stat. 2167 , 2369; Pub. L. 109–280, title XII, §1224(b)(5), Aug. 17, 2006, 120 Stat. 1093 ; Pub. L. 111–148, title I, §1414(d), Mar. 23, 2010, 124 Stat. 237 ; Pub. L. 112–240, title II, §209(b)(3), Jan. 2, 2013, 126 Stat. 2326 ; Pub. L. 114–184, §2(b)(2)(C), June 30, 2016, 130 Stat. 537 .)

Section 7213A: Unauthorized inspection of returns or return information.
26 U.S.C., United States Code, 2015 Edition,
Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration
CHAPTER 75-CRIMES, OTHER OFFENSES, AND FORFEITURES, Subchapter A-Crimes,
PART I-GENERAL PROVISIONS

(a) Prohibitions (1) Federal employees and other persons It shall be unlawful for-

(A) any officer or employee of the United States, or

(B) any person described in subsection (l)(18) or (n) of section 6103 or an officer or employee of any such person, willfully to inspect, except as authorized in this title, any return or return information.

(2) State and other employees

It shall be unlawful for any person (not described in paragraph (1)) willfully to inspect, except as authorized in this title, any return or return information acquired by such person or another person under a provision of section 6103 referred to in section 7213(a)(2) or under section 6104(c). **(b) Penalty**

(1) In general

Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding $1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

(2) Federal officers or employees

An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.

(c) Definitions

For purposes of this section, the terms "inspect", "return", and "return information" have the respective meanings given such terms by section 6103(b).

(Added Pub. L. 105–35, §2(a), Aug. 5, 1997, 111 Stat. 1104 ; amended Pub. L. 107–210, div. A, title II, §202(b)(3), Aug. 6, 2002, 116 Stat. 961 ; Pub. L. 109–280, title XII, §1224(b)(6), Aug. 17, 2006, 120 Stat. 1093 .)

Section 7431: Civil damages for unauthorized inspection or disclosure of returns and return information.
26 U.S.C., United States Code, 2015 Edition,
Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration
CHAPTER 76 - JUDICIAL PROCEEDINGS, Subchapter B - Proceedings by Taxpayers and Third Parties

(a) In general

(1) Inspection or disclosure by employee of United States

If any officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against the United States in a district court of the United States.

(2) Inspection or disclosure by a person who is not an employee of United States

If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103 or in violation of section 6104(c), such taxpayer may bring a civil action for damages against such person in a district court of the United States.

(b) Exceptions

No liability shall arise under this section with respect to any inspection or disclosure—

(1) which results from a good faith, but erroneous, interpretation of section 6103, or (2) which is requested by the taxpayer. **(c) Damages**

In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of— (1) the greater of—

(A) $1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or

(B) the sum of—

(i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus (ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus

(2) the costs of the action, plus

(3) in the case of a plaintiff which is described in section 7430(c)(4)(A)(ii), reasonable attorneys fees, except that if the defendant is the United States, reasonable attorneys fees may be awarded only if the plaintiff is the prevailing party (as determined under section 7430(c)(4)).

(d) Period for bringing action

Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure. **(e) Notification of unlawful inspection and disclosure** If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer's return or return information in violation of— (1) paragraph (1) or (2) of section 7213(a),

(2) section 7213A(a), or (3) subparagraph (B) of section 1030(a)(2) of title 18, United States Code, the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure.

(f) Definitions

For purposes of this section, the terms "inspect", "inspection", "return", and "return information" have the respective meanings given such terms by section 6103(b). **(g) Extension to information obtained under section 3406**

For purposes of this section—

(1) any information obtained under section 3406 (including information with respect to any payee certification failure under subsection (d) thereof) shall be treated as return information, and

(2) any inspection or use of such information other than for purposes of meeting any requirement under section 3406 or (subject to the safeguards set forth in section 6103) for purposes permitted under section 6103 shall be treated as a violation of section 6103. For purposes of subsection (b), the reference to section 6103 shall be treated as including a reference to section 3406.

(h) Special rule for information obtained under section 6103(k)(9)
For purposes of this section, any reference to section 6103 shall be treated as including a reference to section 6311(e).

(Added Pub. L. 97–248, title III, §357(a), Sept. 3, 1982, 96 Stat. 645; amended Pub. L. 98–67, title I, §104(b), Aug. 5, 1983, 97 Stat. 379; Pub. L. 105–34, title XII, §1205(c)(2), Aug. 5, 1997, 111 Stat. 998; Pub. L. 105–35, §3(a)–(d)(4), (6), Aug. 5, 1997, 111 Stat. 1105, 1106; Pub. L. 105–206, title III, §3101(f), title VI, §6012(b)(3), July 22, 1998, 112 Stat. 729, 819; Pub. L. 109–280, title XII, §1224(b)(7), Aug. 17, 2006, 120 Stat. 1093.)

Section 6103: Confidentiality and disclosure of returns and return information
26 U.S.C., United States Code, 2015 Edition,
Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration
CHAPTER 61-INFORMATION AND RETURNS, Subchapter B-Miscellaneous Provisions

(7) Disclosure of return information to Federal, State, and local agencies administering certain programs under the Social Security Act, the Food and Nutrition Act of 2008 of 1977,1 or title 38, United States Code, or certain housing assistance programs (A) Return information from Social Security Administration
The Commissioner of Social Security shall, upon written request, disclose return information from returns with respect to net earnings from self-employment (as defined in section 1402), wages (as defined in section 3121(a) or 3401(a)), and payments of retirement income, which have been disclosed to the Social Security Administration as provided by paragraph (1) or (5) of this subsection, to any Federal, State, or local agency administering a program listed in subparagraph (D).
(B) Return information from Internal Revenue Service
The Secretary shall, upon written request, disclose current return information from returns with respect to unearned income from the Internal Revenue Service files to any Federal, State, or local agency administering a program listed in subparagraph (D). **(C) Restriction on disclosure**
The Commissioner of Social Security and the Secretary shall disclose return information under subparagraphs (A) and (B) only for purposes of, and to the extent necessary in, determining eligibility for, or the correct amount of, benefits under a program listed in subparagraph (D).
(D) Programs to which rule applies
The programs to which this paragraph applies are:
(i) a State program funded under part A of title IV of the Social Security Act;
(ii) medical assistance provided under a State plan approved under title XIX of the Social Security Act or subsidies provided under section 1860D–14 of such Act;
(iii) supplemental security income benefits provided under title XVI of the Social Security Act, and federally administered supplementary payments of the type described in section 1616(a) of such Act (including payments pursuant to an agreement entered into under section 212(a) of Public Law 93–66);
(iv) any benefits provided under a State plan approved under title I, X, XIV, or XVI of the Social Security Act (as those titles apply to Puerto Rico, Guam, and the Virgin Islands);
(v) unemployment compensation provided under a State law described in section 3304 of this title; (vi) assistance provided under the Food and Nutrition Act of 2008;
(vii) State-administered supplementary payments of the type described in section 1616(a) of the Social Security Act (including payments pursuant to an agreement entered into under section 212(a) of Public Law 93–66);
(viii)(I) any needs-based pension provided under chapter 15 of title 38, United States Code, or under any other law administered by the Secretary of Veterans Affairs;
(II) parents' dependency and indemnity compensation provided under section 1315 of title 38, United States Code;
(III) health-care services furnished under sections 1710(a)(2)(G), 1710(a)(3), and 1710(b) of such title; and (IV) compensation paid under chapter 11 of title 38, United States Code, at the 100 percent rate based solely on unemployability and without regard to the fact that the disability or disabilities are not rated as 100 percent disabling under the rating schedule; and

(ix) any housing assistance program administered by the Department of Housing and Urban Development that involves initial and periodic review of an applicant's or participant's income, except that return information may be disclosed under this clause only on written request by the Secretary of Housing and Urban Development and only for use by officers and employees of the Department of Housing and Urban Development with respect to applicants for and participants in such programs.

Only return information from returns with respect to net earnings from self-employment and wages may be disclosed under this paragraph for use with respect to any program described in clause (viii)(IV).

Support to Individuals with a Disability

Attestation Form

To support effective communications or reasonable modification assistance for customers or companions with a disability, Department of Children and Families (DCF), every provider and subcontractor employee is required to know or be familiar with the following:

- Name, contact information, and role & responsibility for your DCF Contracted Agency Single Point of Contact.
- Name, contact information, and role & responsibility for the DCF ADA/504 Coordinator,
- Requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.794, as implemented by C.F.R. Part 84, the Americans with Disabilities Act of 1990 (ADA),
- 42 U.S.C. §§ 12131 - 12134. et seq., as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Public Law 110–325, 122 Stat. 3553 (2008) at 28 CFR 35. (ADAAA)
- 42 U.S.C. §§ 12181 – 12189, as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Public Law 110–325, 122 Stat. 3553 (2008) at 28 CFR 36. (ADAAA)
- DCF Operating Procedure (CFOP) 60-16, METHODS OF ADMINISTRATION: FOR FEDERAL FINACIAL PARTICIPATION, Chapter 3, entitled "Plan for Reasonable Modifications and Auxiliary Aids and Services for Individuals with a Disability."

This Single Point of Contact's responsibility is to:

1. Ensure effective communications and/or reasonable modification assistance with all Customers or Companions in accordance with the ADA and/or Section 504.
2. Capture the information required in the Reasonable Modification Assessment and Auxiliary Aid/Service Record described in Appendix H within each Customer's case record.
3. Summarize the records into a report and submit to the DCF Contract Manager who will forward to the appropriate DCF ADA/Section 504 Coordinator.
4. Ensure that information is provided to any agency to which a customer or Companion with a disability is referred, about the individual's requested modification or auxiliary aid/service.
5. Designate a Single Point of Contact as each contractual agreement with DCF is renewed.

My Single Point of Contact at my location is:

Provider	Name	Phone	Email

The ADA/504 Coordinator's responsibility is to:

- Disseminate specific plans and procedures to fully implement the requirements of Section 504 and the ADA.
- Analyze data collection collected in the Reasonable Modification Assessment and Auxiliary Aid/Service Record and implement any corrective action plan, if warranted.
- Provide assistance during the interactive process to determine if a modification is reasonable.
- Answer questions and provide appropriate assistance regarding immediate access to and proper use of appropriate auxiliary aids/services.
- Identify, develop, and coordinate the distribution of qualified sign language and/or oral interpreters for the Program staff.
- Keep abreast of new technology and resources for ensuring effective communication with deaf and hard of hearing persons.
- Submit a report describing the method for capturing all information required in the Customer or Companion Reasonable Modification Assessment and Auxiliary Aid/Service Record.
- Communicate with each Single Point of Contact concerning services to Customers or Companions with a disability (Mobility, Communications, Modifications to access, deaf and hard-of hearing, etc.).

DCF ADA/Section 504 Coordinators:

NAME	EMAIL	PHONE	CIRCUIT
Sylvia Barge	Sylvia.Barge@myflfamilies.com	850-717-4277	1,2,14,30
Romina Artaza	Romina.Artaza@myflfamilies.com	904-813-0814	3,4,7,8
Christelle Baptiste	Christelle.Baptiste@myflfamilies.com	904-485-9530	53,55,57
Jamie Horne	Jamie.Horne@myflfamilies.com	850-717-4567	5,9,10,18,6,12,13,20
Nancy Cortijo-Simmonds	Nancy.CortijoSimmonds@myflfamilies.com	850-717-4550	15,17,19,11,16

I, _____ attest to the following:

1. I received the names, contact information, and Roles & Responsibilities for my Agency's Single Point of Contact and the DCF ADA/Section 504 Coordinator.

2. I understand that I will contact my Agency's Single Point of Contact, within my office, regarding assistance with the delivery of reasonable modification or communication services to customers with a disability.

3. I am familiar with the requirements of Section 504, the ADA, and the CFOP 60-16, Chapter 3, entitled, Plan for Reasonable Modifications and Auxiliary Aids and Services for Individuals with a Disability

_____

Signature Date

*Copy to be kept in personnel file

Healthy Families Florida
Standards of Confidentiality and Information Sharing

I. Release and Waivers

A. Informed Consent

At the initial home visit with the participant/family, program staff should discuss with the participant/family the nature of the information that may be shared and with whom, and that any information shared with the Ounce of Prevention Fund (OPFF)/Healthy Families Florida (HFF) and the Department of Children and Families (Department) will be only for the purpose of evaluation and determining the service needs of the family. The participant, who is the subject of the information, gives consent to share this information through a signed written participant agreement. Copies of all signed agreements should be maintained in the participant file.

B. Requirements of Release

Each release should include:

1. The name of the person who is the subject of the information
2. The name of the person, program, or agency sharing the information
3. The name of the person, program, or agency with whom the information will be shared
4. The reasons for sharing the information
5. The specific information that will be shared
6. The signature of the person authorizing the exchange of information
7. The date the release is signed
8. A statement that the subject of the information has the right to revoke the release at any time
9. An expiration date for the release (remember that even after completion of the program, information may continue to be shared for a specified amount of time for the purpose of program evaluation and the expiration date should include this time frame)

II. Obstacles to Making Informed Consent

An informed consent is one in which the person possesses sufficient knowledge of the risks and benefits of the release of information and is capable of making a reasoned choice between alternatives. The following situations should be considered to ensure informed consent is not hindered.

A. Legal incompetence – Authorizations for exchange of information must be signed by a legal guardian in cases where the subject of the information has been legally determined to be incompetent.

B. Minors – Individuals under the age of 18 are considered minors and require the signature of a parent or guardian unless the individual is, or ever has been married or has been legally emancipated. Mothers under the age of 18 may still sign consent for services and authorize exchange of information regarding their child.

C. Language and culture – A written release of information in a language not understood by the client is invalid. The release form should be presented in the individual's native language. Many immigrants fear that the personal information they provide may put them or their families at risk of deportation. Whenever this is an issue, staff should explain that information is not given to the Immigration and Naturalization Services office.

III. Protocols to ensure participant confidentiality

All staff should ensure that the confidentiality of the participant/family is preserved at all times. The procedures include, but are not limited to:

A. Affidavit of understanding of confidentiality (Attachment 19) – The affidavit constitutes promises not to disclose participant information to any other person or agency unless specifically authorized in writing. These affidavits are written, signed and witnessed and kept in the staff's personnel file.

B. Phone protocol – All staff should be trained in how to answer phone calls requesting information on participants. A standard "I cannot confirm or deny that the person you are asking about is involved with our program. If you would like, leave your name and phone number and we will get back to you" can be used. This allows the staff time to check the participant's file to verify if we have a release to share information with the caller/agency.

C. Participant files – Any papers or files that may contain sensitive or identifying information should be kept in a secure place (locked file cabinet or desk drawer). When staff leave their desk or computer, files should be securely stored.

D. Computer workstations - Computer workstations that have confidential information or access to confidential information must use the screen lock when staff are away from their desk. All electronic files containing confidential information saved on local workstations or server must be password protected.

E. Management Information Systems (MIS) – All automated MIS should have established security systems that allow only authorized personnel access. Access to computers that are networked to the MIS should be limited as well as modem lines. A computer that has a modem should also be protected from unauthorized access. Passwords and software can assist in securing the data. Site staff are not allowed to share their passwords. MIS systems should include a method for updating passwords and eliminating access for any staff that leave.

F. Mailing documents – When it is necessary to mail documents that include confidential information, the envelope containing the documents should be sent via registered or certified mail. The intended recipient should be notified the package is being mailed and the receipt of the package should be verified.

G. Faxing – Documents with confidential information should be faxed only between secure fax machines and the recipient should be notified prior to sending. The recipient should stand by to receive the fax.

H. Email – Confidential information should never be included in e-mail or through any social networking venue. If it is necessary to send confidential information via e-mail, the information should be placed in a password protected attachment.

I. Disposal of documents - Once documents have exceeded the required timeframe for document retention, documents containing confidential information should be disposed of properly by mechanical shredding.

J. Referrals among programs – When referring a participant to another program for services, site staff should inform the participant of the referral, obtain a Limited Authorization for Exchange of Information to be shared with the referral source and alert receiving program if confidential participant information accompanies the referral.

K. Transfer of participants between HFF programs – Prior to transferring a family to another HFF program, site staff should obtain a signed release of information to share information with the receiving site. Once the receiving site has obtained a signed consent to participate in the program, the site may send a copy of the participant file via certified mail to the receiving site. All information except for information related to the following may be sent to the receiving site:

1. Acquired Immune Deficiency Syndrome (AIDS),
2. Human Immunodeficiency Virus (HIV),
3. Tuberculosis (TB),
4. Sexually transmitted diseases (STDs),
5. Alcohol or substance abuse treatment, and
6. Mental health treatment Information.

Information related to these topics requires an additional release to be signed specific to this information.

My signature below indicates I have read the Standards of Confidentiality.

Staff Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

HEALTHY FAMILIES FLORIDA
An affiliate of Healthy Families America®

AFFIDAVIT OF UNDERSTANDING OF CONFIDENTIALITY

I, _____, an authorized agent of _____ ("Provider"), understand that I am required by state law and 39.202, F.S., to hold Healthy Families Florida (HFF) program participant information confidential and I cannot release any confidential information to any person or entity unless specifically authorized in writing. Further, I understand that I may be guilty of a misdemeanor of the second degree and/or liable to civil suit if I violate that confidentiality.

I have read and understand my responsibilities as outline in Attachment 18 - HFF Standards of Confidentiality and Information Sharing Form.

_____	_____
Signed	Date
_____	_____
Witness	Date

HEALTHY FAMILIES FLORIDA
An affiliate of Healthy Families America®

Protocols Ensuring the Protection of Human Subjects

Any site funded by the Ounce of Prevention Fund (OPFF) in whole or in part must at a minimum comply with the protocols specified in this document to keep personal identifying information of individuals who are subject to the evaluation of the funded site confidential and secure. Confidential information is any information that is of a sensitive or personal nature and/or allows identification of an individual. The key information items included in this definition refer to names, social security numbers, addresses, and any other information that allows identification of an individual or family to whom the information refers.

Hard Copy Documents

The documents addressed in this section include any hard copy materials with confidential information on individuals. Examples of documents that might have confidential information are completed questionnaires with names or other identifying information, reports and lists of individuals' names, and site documents that might be submitted to the OPFF as evidence of completing a deliverable or meeting an outcome.

Transfer and Mailing of Documents - Mailing documents with confidential information on individuals should be avoided. When it is necessary to mail documents that include confidential information regarding sites funded, administered or evaluated by the OPFF, the envelope containing the documents should be sealed, and the package should be sent using registered mail. The intended recipient should be notified that a package has been mailed and the receipt of the package should be verified by the funded site's staff. If documents are sent via facsimile machine, OPFF staff must be notified prior to faxing to ensure the fax machine is secure.

Storage and Maintenance of Documents - Documents with confidential information are to be stored in a locked file cabinet or desk.

Disposal of Hard Copy Documents – Hard copies of working documents not required to be retained in the archives and archived documents that have exceeded the required retention period are to be disposed of properly. If such documents contain confidential information, they are required to be mechanically shredded.

Electronic Files

The files addressed in this section include any databases developed and maintained by the OPFF, or other electronic files that contain personal identifying information.

E-mails and Transfer of Data by E-mail – All employee e-mail communication must include language prohibiting improper receipt and use of information contained in the e-mail. The appropriate language is included as part of the signature and is as follows:

> If confidential information is transferred using e-mail, the information should be contained in a separate attachment that is password protected. Only the individuals sending and receiving the file should know the password.

Confidential information should not be included in the body of an e-mail message, only in a password-protected attachment. The password for the attached document must be communicated to those authorized to access the information by telephone.

Electronic Security

Staff at sites funded by the OPFF must abide by the following protocols:

Staff must use their assigned user names and network passwords to log onto their assigned workstations.

Staff must use the screen lock to protect local workstations when they are away from their desks.

Access to data management systems developed and maintained by the OPFF is password protected. All Site staff members must use the unique username and/or password assigned to them in accessing the data management system. Site staff members are assigned a level of access in conjunction with their role and responsibility, therefore usernames and/or passwords are not to be shared among staff. Site staff may access data for only their site using their unique usernames and/or passwords. When site staff with access to the data management system terminate their employment with the funded agency, the agency must notify the OPFF staff so that a new username and/or password may be assigned or site staff must delete the username and/or password of the staff who are no longer employed at the site where that option is available.

All electronic files containing confidential information that are saved on local workstations or a server must be password protected.

Employment Screening Affidavit

CONTRACT NO.: _____ **DATED:** _____

THE UNDERSIGNED VENDOR HEREBY ATTESTS IT IS IN COMPLIANCE WITH THE EMPLOYMENT SCREENING CLAUSE CONTAINED IN THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT. ALL REQUIRED STAFF HAVE BEEN SCREENED OR THE VENDOR IS AWAITING THE RESULTS OF SCREENING.

VENDOR NAME: _____
(Print Name)

BY: _____ DATE: _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

REPRESENTATIVE'S NAME/TITLE: _____
(Print Name/Title)

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization this _____ day of _____ , _____ (year), by

_____.

_____
Signature of Notary

(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] _____ Personally Known OR ____ Produced the following I.D. _____

VENDOR NAME FEIN# _____

VENDOR'S AUTHORIZED REPRESENTATIVE NAME AND TITLE

_____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

(CORPORATE SEAL, IF APPLICABLE)

Letter of Affidavit for DCF Required On-line Trainings

(Insert Name of Lead Entity) attests that all Healthy Families ***(insert project name)*** staff, both HFF Grant funded and Contribution funded positions, have completed the following:

On or Before **April 25, 2025**	On or Before **April 25, 2025**	On or Before **April 25, 2025**
☐ DCF On-Line Security Awareness On-line Training	☐ Foundations of Disability Rights	☐ HIPAA On-line Training on or before
☐ DCF Security Agreement Form	☐ ADA Deaf and Hard of Hearing SPOC Designee Training	
	☐ ADA Deaf and Hard of Hearing Attestation Form	

(Insert Name of Lead Entity) also attests that ALL completed certificates have been printed, attestation documents have been signed and all documents will be placed in each employees personnel file.

Staff unable to complete the required trainings are listed below:

Name as listed in management system	Reason unable to complete training	Anticipated date of completion	Actual date of completion

Sincerely,

(Insert Lead Entity Representative Name)
(Insert Title)

Pursuant to Section 117.05(13)(a), Florida Statutes, the following notarial certificate is sufficient for an oath or affirmation:

STATE OF FLORIDA
COUNTY OF _____

Sworn to _____ (or affirmed) and subscribed before me by means of [_] physical presence or [_] online notarization, this ____(numeric date) day, of _____(month), _____(year), by _____(name of person making statement).

_____
(Signature of Notary Public-State of Florida)

_____
(NOTARY SEAL) (Name of Notary Typed, Printed, or Stamped)

Personally Known ___ OR Produced Identification ___ Type of Identification Produced_____

Attachment 22

INFORMATION RESOURCE REQUEST (IRR) #_____

To:	**From: District 30 Office Symbol: OCFW**
Jeff Hodge, FCCM Contract Manager Specialist 2415 N Monroe, Suite 400 Tallahassee, FL 32303 **Telephone:** 850-556-4290	**The Ounce of Prevention Fund of Florida** **Healthy Families Florida- HF Site Name #25-30-00** **Kayla Thomas** **Telephone: 850-782-4025 Fax**
Connectivity: ___LAN ___LAN with Gateway ___Mainframe **Specify Mainframe System** _____	**Strategic Plan:** ___Statewide (Resources Referenced on Page _____) ___District (Resources Referenced on Page _____) ___Not a Strategic Plan **If not in any Strategic Plan, please see below.**

Requirements/Benefits (If not in any Strategic Plan):): The funds for this IT equipment/software are allocated in the contract budget for contract #**LJ959, SFY 2025-2026** with the Ounce of Prevention Fund of Florida, Inc. (Healthy Families Florida). This equipment is needed to in order to maintain consistent, effective Healthy Families program operations and meet contractual requirements.

***Attach 3 Vendor Quotes**
*** 3 Year warranty on all computers**
*** All computers require McAfee Endpoint encryption software**

1) **What the issue is, ie, what we are trying to accomplish**
2) **How we propose to fix the issue, ie, the product and why we selected it. If possible, how it will work with existing systems.**
3) **Who/where the items will be installed.**
4) **If replacing hardware, what will happen to what is replaced, surplus? re-deployed?**
5) **What the impact to the Department will be if the items aren't approved.**
6) **Request adheres to DCF standards yes or no, if no, explain**

1. Requestor –	**Date**	**2. Supervisor/Manager –**	**Date**
3. Budget Director – **Sharon Clark**	**Date**	**4. Provider/Contract Representative** **Rebekkah Sheetz**	**Date**
5. Provider/Contract Representative **IT Approval Kayla Thomas**	**Date**	**Valid Until:**	**Total: $000.00**

(A) Product Costs (list each item separately)

Line	Qty	Description/Vendor/Purchase Method	Unit Price	Total Price
1.				
2.				
3.				
4.				
5.				

(B) Support Costs	Cost	(A) Subtotal Product Costs	$0.00
Installation	$	(B) Subtotal Support Costs	$0.00
Training	$		
Maintenance	$	Total (A+B)	$0.00

(C) Funding	Applies to Line Item Number(s)	Applies to Line Item Number(s)	Applies to Line Item Number(s)
OCA			
Category			
Organization Code			
L1, GF, SF, FID,%, if needed			
Budget Entity			
District			
Fund Source Code			

For Department Use Only:

Contract Manager:

Concur _____ Non-Concur _____ Reviewer _____ Date _____

As of _____ there are funds and support available for this IRR. _____

Protocol for the Purchase of Property Purchased with HFF Grant Funding

Protocol for the Purchase of Property

All technology, furniture and phones purchased with HFF Grant funds must be pre-approved by the Department of Children and Families (Department). If a technology/furniture/phone purchase is made without Department approval the cost will not be reimbursed. Once an approved IRR is sent to the site the purchase must be made within 30 days or the IRR is invalid. DCF now requires that the order confirmation for the approved IRR items be sent to sgodfrey@ounce.org within 28 days of the IRR approval date. All approved purchases made between April and June must be made, delivered, installed, paid for and invoiced no later than the June invoice. If the payment is made after June 30th, the cost will not be reimbursed by the Department or OPFF.

A formal contract/amendment is required prior to the purchase of any property item not specifically listed in the approved budget. The amendment must be approved by the Department prior to execution by the parties. Once the Department receives the executed amendment, then the IRR may be sent to the Department. The IRR and three quotes must be submitted to the contract specialist at sgodfrey@ounce.org.

The contract specialist will review the request and then send it to management for review. If the documentation is in order, it is sent back to the contract specialist and the contract specialist will submit the IRR and quotes to the Department contract manager for approval. If modifications are necessary, the contract specialist will contact the staff person who submitted the request. Upon Department approval, the contract specialist will notify the project. The project must not make any purchase until the contract specialist has emailed final Department approval to the staff person who submitted the request.

Ensure that all technology/furniture/phones purchased with HFF Grant funds are sufficiently covered by your insurance policy for replacement value. If technology/furniture/phones purchased with HFF Grant funds is destroyed, stolen or lost, there must be sufficient insurance coverage to replace the item at no additional cost to HFF.

Obtaining Approval to Purchase Technology Equipment Using Ounce of Prevention/HFF Grant Funds

All projects must submit an Information Resource Request (IRR) form and three quotes for each type of equipment/furniture/phone to the contract specialist sgodfrey@ounce.org requesting to purchase new computer hardware, tablets, printers, LCD projectors, smart phones, other technology, specialty software and furniture (including desks, module furniture pieces, cabinets, shelves, chairs, tables, file cabinets, etc).

All three quotes must:

1. Show all of the detailed equipment specifications for each piece of technology listed on the quote
2. Number of each type of item requested (if you want 5 desktops and 3 laptops the quotes must reflect those numbers)
3. All three quotes must be for the same make and model for:
    a. each piece of technology and contain the same specifications
    b. each type of furniture
4. Required 3 year warranty (what the coverage includes) on all computers
5. Required 3-year license for Computrace or GHE Endpoint encryption software on all laptop computers
6. Legible vendor contact information, link to the item and the date quote was pulled
7. Quotes should be locked in for at least 30 days to allow time for the approval process,
8. Ensure that the quotes are legible and clear when submitted
9. Saved in the following format "name of project, name of vendor and type of equipment"

An IRR is not needed to purchase a mouse, flash drive or keyboard (unless the items are specialized or cost is higher than a basic model). The purchase request must be for the lowest priced item from the three quotes. The project's budget must include sufficient funds for purchasing the technology/furniture prior to submitting a request. The last date to request an IRR for the fiscal year will be noted during the lapse planning time frame, unless a different time frame is specified by DCF**.**

An IRR is needed for purchasing:

1. Any type of technology regardless of cost. Examples include but are not limited to:
    a. Computers (Desk or Laptop)
    b. Monitors
    c. Tablets
    d. DVD players
    e. Televisions
    f. Projectors
    g. Cameras
    h. Phones
    i. Digital storage devices
    j. Specialized keyboards
    k. Headsets
    l. Web cameras
2. **Any** software other than Microsoft Office Suite or basic Adobe
3. Computer Licenses
4. Virtual Meeting licenses
5. Digital Licenses
6. Furniture - Examples include but are not limited to:
    a. Desk
    b. Module desks
    c. Bookshelf
    d. Cabinet
    e. File Cabinets
    f. Tables
    g. Conference Tables
    h. Stand up desks
    i. Module walls
    j. Chairs (Desk, Office, conference)
    k. Specialized furniture
7. Items with a purchase price, or value of $1,000 or more
8. Items that have a life of 12 months or longer
9. If there are multiple pieces that when combined make a whole piece and the total cost of all pieces combined are more than $1,000

Furniture/Phones – if using HFF Grant funds all furniture items and phones must now be included on the IRR and sent to DCF for approval before the purchase can be made. Send 3 quotes of the items and a completed IRR to sgodfrey@ounce.org.

Installation/Assembly Fees – If using HFF Grant funds, this type of expense must also be included on the IRR along with 3 quotes in section B located on page 2.

All items purchased using HFF Grant funds must have a property inventory tag and be listed on the Cumulative Property Inventory.

For equipment or items not listed above, contact Suzie Godfrey at 850-782-4038 or email sgodfrey@ounce.org for verification that the items are allowable prior to purchasing any of these items. If you purchase before receiving an approved IRR DCF will ***not*** reimburse that expense and the lead agency must cover the expense.

For additional information or support please contact:
Suzie Godfrey - sgodfrey@ounce.org - 850-782-4038

Protocol for the Disposal of Property Purchased with HFF Grant Funding

Obtaining Approval to Dispose of Equipment Purchased with HFF Grant Funds

All technology or items that were purchased with Healthy Families Florida (HFF) Grant funds must be approved for disposal before disposing of the item. If disposal occurs without prior approval the lead agency will be held responsible for replacement or reimbursement. Ensure that your IT Department is aware of this requirement. Technology may only be disposed of if it is not working. DCF does not have a planned replacement policy in place and technology may not be disposed of due to:

- Warranty expired
- Age of equipment
- Agency replacement plans

If a project plans to dispose of any technology/furniture that was purchased with Ounce of Prevention (OPFF)/HFF grant funds, the project staff must submit:

- Request for Disposal of Equipment form (Property Inventory)
  - Mark the condition of the equipment accurately
  - The last column should read "Pending Approval" until the approval is given, then it should be changed to the date of disposal
- Letter on the organization's letterhead (see below for template) indicating:
  - Specific reason/malfunction for each item indicated for disposal
  - All computer drives have been wiped clean to protect confidentiality of data
  - Name of the software or process used for wiping them clean
  - How many times the software was run to ensure all confidential information was erased
  - Signed with blue ink

The project must submit the Property Inventory form and letter to the HFF contract specialist. The HFF contract specialist will submit the request and letter to the RES director for review and will notify the project staff upon approval. The equipment may not be disposed of until HFF approval has been granted. The project should follow the process outlined below for how to dispose of property, including technology equipment.

Disposal of Property Purchased with OPFF /HFF Grant Funds

Property shall not be donated to employees for personal use, auctioned or sold. Property may be donated to:

1. Another program within the lead entity, but is required to stay on the HF Property Inventory and the site will still be held accountable for the items
2. A non-profit organization
3. Taken to a landfill, recycled or hauled away by a pick-up service

Regardless of the disposal method, the project must keep a record for inventory purposes along with appropriate receipts that verify when and how the disposal occurred. Once the equipment has been disposed of, it must continually be carried over to both the "Draft" and "Final" Property Inventory lists.

Request to Dispose on Agency Letterhead - SAMPLE

Request must be on agency letterhead and signed with **blue** ink.

SAMPLE ON AGENCY LETTERHEAD

April 25, 2023

Healthy Families Florida
111 N Gadsden St
Tallahassee, FL 32301

To whom it may concern:

I am requesting to dispose of (Number of pieces and type) 7 laptops originally purchased between 06/28/2007 and 4/10/2019 with HFF Grant funds. Specific issues are listed in the table below.

Property #	Description	Serial #	Purchase Date	Issue
13456	Dell Latitude 131 L laptop	tag-F11C5D1/ 32714447653	6/28/2007	not able to be updated due to the limitations of the hardware - drive space and processor speed
12658	Dell Latitude 131 L laptop	tag - 321C5D1/ 6653525797	6/28/2007	
65428	Dell Latitude 131 L laptop	tag - D11C5D1/ 28360882981	6/28/2007	
56321	Dell Latitude 131 L laptop	tag - 911C5D1/ 19653753637	6/28/2007	
54789	Acer Veriton M4650G desktop	73500019301	4/19/2018	Motherboard failure
98745	Lenovo ThinkPad E475	PF-0X9EXP 18/03	4/19/2018	Motherboard failure
12354	Dell Vostro 15 5000 series laptop	Service tag HBLZ7T2, Ex service code:37707342662	4/10/2019	bulging due to a battery failure which caused fan and other hardware failures. The warranty expired on 4/10/23.

All Computer (or Copier) drives have been wiped clean with _____ (name of software) that has been run 3 times to protect the confidentiality of date on the drives.

The (Agency of site name) uses (Recycle Company or where they are disposing) which picks up the laptops and destroys the hard drives. They provide a certificate of data destruction and a video where they hold up each drive to the camera to show the serial number before they drop it into the drive shredder machine.

All disposal documentation will be kept.

Respectfully,

Signature

Name of person submitting request

Site name and address

HEALTHY FAMILIES FLORIDA
An affiliate of Healthy Families America®

Protocol for Stolen/Lost/Destroyed Technology Equipment

Report of Property Stolen/Lost/Destroyed

If equipment that was bought using Ounce of Prevention Fund of Florida (OPFF)/Healthy Families Florida (HFF) grant funds is stolen, lost or destroyed the following guidelines must be followed:

1. Project will need to complete the Report of Equipment Stolen/Lost/Destroyed and email it to the HFF Contract Specialist and the HFF Assistant Director. The Police report (if applicable) and Insurance claim report will need to accompany the email.

2. Plan for recovery or replacement of the technology must be included with the report.

3. The Property Inventory and Disposal Document will need to reflect the reason that the item is no longer in custody of the program, in the last column for the appropriate property/inventory number or serial number.

4. According to Section 5.6. - Data Security of the contract the project agrees to notify the HFF Assistant Director as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential data.

5. The Provider shall at its own cost provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential Ounce of Prevention/DCF data as provided in section 817.5681, F .S. The Provider shall also at its own cost implement measures deemed appropriate by the Ounce of Prevention to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data.

Stolen/Lost/Destroyed Equipment Report

Please provide all supporting documentation regarding the stolen/lost device from your Information Systems Security Officer/Data Security Officer. The report of a lost or stolen device must contain the following:

1) Date of Report:
2) Date device was stolen/lost/destroyed:
3) Employee making the report (including e-mail address and telephone number):

4) Stolen/Lost/Destroyed device property custodian name/employee name (including e-mail address and telephone number):
5) Was the item insured for replacement cost(Y/N):
6) If the device was not insured, what is the replacement plan:
7) What is the plan for recovery or replacement of the stolen/lost device:
8) Insurance claim number:
9) Insurance claim report included:
10) Property/inventory number of the stolen/lost device:
11) Was the stolen/lost/destroyed device purchased with HF funds:
12) Date the stolen/lost/destroyed device was purchased:
13) Region/location of stolen/lost device:
14) Associated program office:
15) Make/model of device:
16) Property tag number:
17) Device serial number:
18) How was the device stolen/lost/destroyed:
19) Name of law enforcement agency notified:
20) Police report number (or other unique identifying criteria):
21) Police Report Attached:
22) Name of Encryption software installed on machine:
23) Date Encryption software installed:
24) Encryption enforced (Y/N):
25) Did the computer require username and password to access local hard drive(s) (Y/N):
26) Was the encryption software installed one that encrypted files on the hard drive(Y/N):
27) Was there confidential data on the device (Y/N):
28) Recovery efforts and results:

For additional information or support please contact:
Suzie Godfrey - sgodfrey@ounce.org - 850-782-4038

Rvsd 4/2025

HEALTHY FAMILIES FLORIDA
An affiliate of Healthy Families America®

Protocol for Catastrophic Loss of Technology Equipment for Site Name: _____

Report of Catastrophic Loss

If equipment that was bought using Ounce of Prevention Fund of Florida (OPFF)/Healthy Families Florida (HFF) grant funds is destroyed during a catastrophic event and are no longer usable, the following guidelines must be followed:

1. Project will need to complete the Report of Catastrophic Loss and email it to the HFF Contract Specialist and the HFF Assistant Director. The Insurance/FEMA claim report will need to accompany the email.

2. Plan for recovery or replacement of the technology plan must be included with the report.

3. The Property Inventory and Disposal Document will need to reflect the reason for the item no longer in custody of the program, in the last column for the appropriate property/inventory number or serial number.

4. According to Section 5.6. - Data Security of the contract the project agrees to notify the HFF Assistant Director as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential data. If applicable

5. The Provider shall at its own cost provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential Ounce of Prevention/DCF data as provided in section 817.5681, F .S. The Provider shall also at its own cost implement measures deemed appropriate by the Ounce of Prevention to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data. If applicable

Catastrophic Loss of Equipment Report

Please provide all supporting documentation regarding the Catastrophic Loss device from your Information Systems Security Officer/Data Security Officer. The report of a Catastrophic Loss must contain the following:

1) Date of Report to HFF:

2) Date device(s) was destroyed
3) Employee making the report (including e-mail address and telephone number):
4) Property custodian name (including e-mail address and telephone number):
5) Was the item(s) insured for replacement cost (Y/N):
6) What is the plan for recovery or replacement of the destroyed device:
7) Date of Insurance/FEMA claim:
8) Insurance/FEMA claim number:
9) Insurance/FEMA claim report included:
10) Was the physical property recoverable:
11) Were the hard drives removed and destroyed:
12) Property/inventory number(s) of the destroyed device(s):
13) Was the destroyed device purchased with HF funds:
14) Date the destroyed device was purchased:
15) Region/location of destroyed device:
16) Associated program office:
17) Make/model of device(s):
18) Property tag number(s):
19) Device serial number(s):
20) How was the device destroyed:
21) How was the device disposed of:
22) Name of law enforcement/government agency notified:
23) Law enforcement/government agency report number (or other unique identifying criteria):
24) Law enforcement/government agency report Attached:
25) Name of Encryption software installed on machine:
26) Date Encryption software installed:
27) Encryption enforced (Y/N):
28) Did the computer require username and password to access local hard drive(s) (Y/N):
29) Was the encryption software installed one that encrypted files on the hard drive(Y/N):
30) Was there confidential data on the device (Y/N):
31) Was there was information on the destroyed device that is not replicated elsewhere, and if so, what it is?
32) Was there any breach of confidentiality (Y/N):
33) Recovery efforts and results:

Healthy Families Florida (HFF) Property Transfer Form

Recieveing Agency

Date Property Verified: _____
Verified by Contact Name : _____
Contact Number: _____

Date Property Verified: _____
Verified by Contact Name : _____
Contact Number: _____

Transfering From: _____
Contract Number _____
Contact Name: _____
Contact Number: _____

Transfering To: _____
Contract Number: _____
Contact Name: _____
Contact Number: _____

Transfering To: _____
Contract Number: _____
Contact Name: _____
Contact Number: _____

IRR #	Property # / Inventory	Property Description	Serial #	Original Purchase Date	Cost	Condition (E-G-F-P)	Current Location	Property going to

Transfering From: _____
Representative Signature: _____
Date: _____

Transfering To: _____
Representative Signature: _____
Date: _____

Transfering To: _____
Representative Signature: _____
Date: _____

Ounce of Prevention Fund of Florida, Inc.,
Property Inventory and Property Disposal Form

Lead Agency: Name of Agency
Program Name: HF Site Name
Contact Name Who to contact
Contact Number: Phone number

Contract Number: 25-30-00
Fiscal Year Period: 7/1/25-6/30/26
"Draft" Submission Date
"Final" Submission Date

Cumulative inventory list of all property, regardless of purchase date, that has a purchase price of $1,000 and/or a life expectancy of 1 yearr or longer, bought with funds provided through this subcontract with the Ounce. This includes all computers, desktops and laptop computers, specialty software other than Windows and Microsoft Office Suite, Furniture and Phones regardless of the acquisition cost or value.

IRR Number	Property / Inventory #	Property Description	Serial #	Original Purchase Date	Original Cost	Location at time of Inventory/ Disposal	Condition *(E-G-F-P) at time of Inventory/ Disposal	Was this purchased with HFF Grant Funds?	Has this item been disposed of (Yes or No)?	Disposal Date
			Grand Total		**$ -**					

***Condition: E - Excellent, G - Good, F - Fair, P - Poor**

By my signature below, I hereby certify that all confidential data, including protected health information, has been permanently removed from all computer related media that has been transferred from my custody. Furthermore, I certify that the removal of this information has been done so in the manner described in the Department of Children & Families Operating Procedure CFOP 50-2. I understand that by violation of that procedure may result in substantial fines and/or criminal prosecution according to provisions of Federal and State statutes.

I hereby certify that all items of equipment included in this inventory list have been physically checked and are in custody of this contract provider, except as noted in the remarks section of this inventory, as of this date. I also certify to the location and condition of this equipment and/or furniture as noted.

SITE CONTRACT PROVIDER SIGNATURE:_____ **DATE:**_____
(Acknowledging Receipt or Inventory of Property)

OFF CONTRACT MANAGER'S SIGNATURE:_____ **DATE:**_____
(Acknowledging Receipt which contains a Copy of Inventory and/or Disposition Property)

Protocol for the Cumulative Property Inventory List

Property Inventory Document

All providers must submit a current inventory list of all property, regardless of the purchase date, bought with Ounce of Prevention Fund of Florida (OPFF)/ Healthy Families Florida (HFF) funds if the purchase price was $1,000 or more **AND/OR** has a life expectancy of one year or longer. The exception is the purchase of technology. All computers/technology/ furniture/phones must be listed even if the cost is below $1,000.

Any items purchased with funds from the Operating Capital Outlay category must be listed on Attachment 28 - Property Inventory and Disposal Form. If technology items were donated to the HFF project they can also be listed on the document. HFF grant funded purchases may not be deleted from this inventory.

OPFF reserves the right to retrieve any and all equipment, furniture or other items purchased with HFF grant funds provided through the subcontract at the termination of the subcontract.

Attachment 28 - Property Inventory and Disposal Form can be found on the HFF Website http://www.healthyfamiliesfla.org in the Resource Library in the "Contract Related Forms" or contact the contract specialist. The draft Property Inventory is due to the HFF contract specialist by May 20th and the final Property Inventory is due by June 20th.

This list must include:

- Approved IRR Number
  - If purchased before IRR requirements, use grey to shade the cell
- Property /Inventory number (required for all items purchased with HFF grant funds)
- Description of property (Model)
- Serial number
- Acquisition date (Original date purchased)
- Original cost
- Location at time of disposal
- Condition *(E-G-F-P)
- Justification for and method of disposal
- Was this purchased with HFF Grant Funds?
  - If the item was not purchased with HFF Grant funds then indicate "No" in this cell
- Has this item been disposed of (Yes or No)?
  - If requesting disposal indicate "Pending Approval"
  - When approved change to "Yes"
- Disposal date
  - If requesting disposal indicate "Pending Approval"

- When approved change to the date of disposal

If a project plans to dispose of any technology equipment that was purchased with OPFF/HFF grant funds, the project staff must submit a letter on the organization's letterhead and Attachment 28 - Property Inventory and Disposal Form indicating that all computer drives have been wiped clean to protect confidentiality of data, the name of the software or process used for wiping them clean and how many times the software would be run to ensure all confidential information was erased. The last column on Attachment 27 will contain "Pending approval" for items that are requesting disposal. Once approved that will change to the date it was disposed of.

The project must submit the form and letter to the HFF contract specialist. The HFF contract specialist will submit the request and letter to the RES director for review and will notify the project staff upon approval. The equipment may not be disposed of until HFF approval has been granted. The project should follow the process outlined below for how to dispose of property, including technology equipment.

Disposal of Property Purchased with OPFF /HFF Grant Funds

Property shall not be donated to employees for personal use, auctioned or sold. Property may be donated to:

1. Another program within the lead entity, but is required to stay on the HF Property Inventory and held accountable for the items
2. A non-profit organization
3. Taken to a landfill, recycled or hauled away by a pick-up service

Regardless of the disposal method, the project must keep a record for inventory purposes along with appropriate receipts that verify when and how the disposal occurred. Once the equipment has been disposed of, it must continually be carried over to both the "Draft" and "Final" Property Inventory lists.

For additional information or support please contact:
Suzie Godfrey - sgodfrey@ounce.org - 850-788-4038

Rvsd 4/2025

State of Florida
Department of Children and Families

Rick Scott
Governor

Mike Carroll
Secretary

Live Scan Background Screening Submission Form

Employers/Providers:

Contact your local DCF Background Screening Office for ORI and Live Scan OCA numbers.

The following information must be presented prior to or at the time of screening:

1. **A valid picture ID**

2. **DCF Agency Identifier (ORI)#_____**
   This is a nine digit number beginning with FL92 and ending with the letter "Z".
   Example: **FL92----Z**

3. **DCF Live Scan OCA #_____**
   This is a nine digit number beginning with your 2 digit Circuit Number, your OCA, and ending with the letter "Z".
   Example: **--------Z**

Live Scan Vendors:

Background Screening for the Department of Children and Families **must** include the following:

- A valid ORI entered into the Controlling Agency Identifier field (this may also be the Requesting Agency field) on the Transaction Screen, and
- The Provider Live Scan OCA number entered into the Originating Case Agency Field on the Miscellaneous Screen.

Applicants

Present this form to any Live Scan Vendor approved to submit Level 2 Background Screenings through the Florida Department of Law Enforcement.

Live Scan vendors may be found on the Department of Children and Families website, at www.dcfbackgroundscreening.com, or the Florida Department of Law Enforcement website, at www.fdle.state.fl.us.

AFFIDAVIT OF GOOD MORAL CHARACTER

State of Florida County of _____

Before me this day personally appeared _____ who, being duly
(Applicant's/Employee's Name)
sworn, deposes and says:

As an applicant for employment with, an employee of, a volunteer for, or an applicant for certification with _____, I affirm and attest under penalty of perjury that I meet the moral character requirements for employment, as required by the Florida Statutes and rules, in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contender or guilty to or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

	Relating to:
Section: 39.205	failure to report child abuse, abandonment, or neglect
Section: 393.135	sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
Section: 394.4593	sexual misconduct with certain mental health patients and reporting of such sexual misconduct
Section: 414.39	fraud, if the offense was a felony
Section: 415.111	adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
Section: 741.28	criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
Section: 777.04	attempts, solicitation, and conspiracy to commit an offense listed in this subsection
Section: 782.04	murder
Section: 782.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
Section: 782.071	vehicular homicide
Section: 782.09	killing an unborn child by injury to the mother
Chapter: 784	assault, battery, and culpable negligence, if the offense was a felony
Section: 784.011	assault, if the victim of the offense was a minor
Section: 784.021	aggravated assault
Section: 784.03	battery, if the victim of the offense was a minor
Section: 784.045	aggravated battery
Section: 784.075	battery on staff or a detention or commitment facility or on a juvenile probation officer
Section: 787.01	kidnapping
Section: 787.02	false imprisonment
Section: 787.025	luring or enticing a child
Section: 787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
Section: 787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
Section: 787.06	human trafficking
Section: 787.07	human smuggling
Section: 790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
Section: 790.115(2) (b)	possessing an electric weapon or device, destructive device, or other weapon on school property
Section: 794.011	sexual battery
Former Section: 794.041	prohibited acts of persons in familial or custodial authority
Section: 794.05	unlawful sexual activity with certain minors
Section: 794.08	relating to female genital mutilation
Chapter: 796	prostitution
Section: 798.02	lewd and lascivious behavior
Chapter: 800	lewdness and indecent exposure
Section: 806.01	arson

CONTINUED ON NEXT PAGE

CF 1649, February 2025 (Obsoletes previous editions which may not be used)

Section: 810.02	burglary
Section: 810.14	voyeurism, if the offense is a felony
Section: 810.145	video voyeurism, if the offense is a felony
Chapter 812	relating to theft, robbery, and related crimes, if the offense was a felony
Section: 817.563	fraudulent sale of controlled substances, only if the offense was a felony
Section: 825.102	abuse, aggravated abuse, or neglect of an elderly person or disabled adult
Section: 825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
Section: 825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
Section: 826.04	incest
Section: 827.03	child abuse, aggravated child abuse, or neglect of a child
Section: 827.04	contributing to the delinquency or dependency of a child
Former Section: 827.05	negligent treatment of children
Section: 827.071	sexual performance by a child
Section: 831.311	unlawful sale, manufacture, alteration, delivery, uttering, or possession of counterfeit-resistant prescription blanks for controlled substances
Section: 836.10	written or electronic threats to kill, do bodily injury, or conduct a mass shooting or an act of terrorism
Section: 843.01	resisting arrest with violence
Section: 843.025	depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
Section: 843.12	aiding in an escape
Section: 843.13	aiding in the escape of juvenile inmates in correctional institution
Chapter: 847	obscene literature
Section: 859.01	poisoning food or water
Section: 873.01	prohibition on the purchase or sale of human organs and tissues
Section: 874.05	encouraging or recruiting another to join a criminal gang
Chapter: 893	drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor
Section: 916.1075	sexual misconduct with certain forensic clients and reporting of such sexual conduct
Section: 944.35(3)	inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
Section: 944.40	escape
Section: 944.46	harboring, concealing, or aiding an escaped prisoner
Section: 944.47	introduction of contraband into a correctional facility
Section: 985.701	sexual misconduct in juvenile justice programs
Section: 985.711	contraband introduced into detention facilities

THE FOLLOWING APPLIES ONLY TO THOSE APPLICANTS FOR POSITIONS REQUIRED TO BE SCREENED UNDER SECTION 408.809, FLORIDA STATUTES:

In addition to the Chapter 435, F.S. listed offenses the following offenses are also applicable for any licensure or employment required in the applicable statutes.

	Relating to:
Chapter: 408	felony offenses contained in Chapter 408
Section: 409.920	Medicaid provider fraud
Section: 409.9201	Medicaid fraud
Section: 741.28	domestic violence
Section: 777.04	attempts, solicitation, and conspiracy to commit an offense listed in this subsection
Section: 784.03	battery, if the victim is a vulnerable adult as defined in s. 415.102 or a patient or resident of a facility licensed under chapter 395, chapter 400, or chapter 429
Section: 817.034	fraudulent acts through mail, wire, radio, electromagnetic, photoelectronic, or photooptical systems
Section: 817.234	false and fraudulent insurance claims
Section: 817.481	obtaining goods by using a false or expired credit card or other credit device, if the offense was a felony
Section: 817.50	fraudulently obtaining goods or services from a health care provider
Section: 817.505	patient brokering
Section: 817.568	criminal use of personal identification information
Section: 817.60	obtaining a credit card through fraudulent means
Section: 817.61	fraudulent use of credit cards, if the offense was a felony
Section: 831.01	forgery
Section: 831.02	uttering forged instruments
Section: 831.07	forging bank bills, checks, drafts or promissory notes
Section: 831.09	uttering forged bank bills, checks, drafts, or promissory notes
Section: 831.30	fraud in obtaining medicinal drugs
Section: 831.31	the sale, manufacture, delivery, or possession with the intent to sell, manufacture, deliver any counterfeit controlled substance, if the offense was a felony
Section: 895.03	racketeering and collection of unlawful debts
Section: 896.101	the Florida Money Laundering Act

CONTINUED ON NEXT PAGE

I also affirm that I have not been designated as a sexual predator pursuant to s. 775.21; a career offender pursuant to s. 775.261; or a sexual offender pursuant to s. 943.0435, unless the requirement to register as a sexual offender has been removed pursuant to s. 943.04354.

SIGNATURE OF AFFIANT:_____

I understand that I must acknowledge the existence of any applicable criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged.

SIGNATURE OF AFFIANT:_____

I understand that, while employed or volunteering at _____in any position that requires background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one business day of such arrest or charge. Failure to do so could be grounds for termination.

SIGNATURE OF AFFIANT:_____

CONTINUED ON NEXT PAGE

I attest that I have read the above carefully and state that my attestation here is true and correct that **my record does not contain any of the above listed offenses.** I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE OF AFFIANT:_____

Sign Above OR Below, DO NOT Sign Both Lines

To the best of my knowledge and belief, **my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record.** (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF AFFIANT:_____

Sworn to and subscribed before me this _____day of _____, 20___.

_____
SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Check one)

☐ Affiant personally known to notary

OR

☐ Affiant produced identification
Type of identification produced:_____

CF 1649, February 2025 (Obsoletes previous editions which may not be used)

Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No.1615-0047
Expires 05/31/2027

START HERE: Employers must ensure the form instructions are available to employees when completing this form. Employers are liable for failing to comply with the requirements for completing this form. See below and the Instructions.

ANTI-DISCRIMINATION NOTICE: All employees can choose which acceptable documentation to present for Form I-9. Employers cannot ask employees for documentation to verify information in **Section 1**, or specify which acceptable documentation employees must present for **Section 2** or Supplement B, Reverification and Rehire. Treating employees differently based on their citizenship, immigration status, or national origin may be illegal.

Section 1. Employee Information and Attestation: Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.

Last Name (Family Name)	First Name (Given Name)	Middle Initial (if any)	Other Last Names Used (if any)

Address (Street Number and Name)	Apt. Number (if any)	City or Town	State	ZIP Code

Date of Birth (mm/dd/yyyy)	U.S. Social Security Number	Employee's Email Address	Employee's Telephone Number

I am aware that federal law provides for imprisonment and/or fines for false statements, or the use of false documents, in connection with the completion of this form. I attest, under penalty of perjury, that this information, including my selection of the box attesting to my citizenship or immigration status, is true and correct.

Check one of the following boxes to attest to your citizenship or immigration status (See page 2 and 3 of the instructions.):

- ☐ 1. A citizen of the United States
- ☐ 2. A noncitizen national of the United States (See Instructions.)
- ☐ 3. A lawful permanent resident (Enter USCIS or A-Number.)
- ☐ 4. A noncitizen (other than **Item Numbers 2.** and **3.** above) authorized to work until (exp. date, if any)

If you check **Item Number 4.**, enter one of these:

USCIS A-Number	OR	Form I-94 Admission Number	OR	Foreign Passport Number and Country of Issuance

Signature of Employee	Today's Date (mm/dd/yyyy)

If a preparer and/or translator assisted you in completing Section 1, that person MUST complete the Preparer and/or Translator Certification on Page 3.

Section 2. Employer Review and Verification: Employers or their authorized representative must complete and sign Section 2 within three business days after the employee's first day of employment, and must physically examine, or examine consistent with an alternative procedure authorized by the Secretary of DHS, documentation from List A OR a combination of documentation from List B and List C. Enter any additional documentation in the Additional Information box; see Instructions.

	List A	OR	List B	AND	List C
Document Title 1					
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
Document Title 2 (if any)					
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
Document Title 3 (if any)					
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					

Additional Information

☐ Check here if you used an alternative procedure authorized by DHS to examine documents.

Certification: I attest, under penalty of perjury, that (1) I have examined the documentation presented by the above-named employee, (2) the above-listed documentation appears to be genuine and to relate to the employee named, and (3) to the best of my knowledge, the employee is authorized to work in the United States.

First Day of Employment (mm/dd/yyyy):

Last Name, First Name and Title of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)

Employer's Business or Organization Name	Employer's Business or Organization Address, City or Town, State, ZIP Code

For reverification or rehire, complete Supplement B, Reverification and Rehire on Page 4.

LISTS OF ACCEPTABLE DOCUMENTS

All documents containing an expiration date must be unexpired.
* Documents extended by the issuing authority are considered unexpired.
Employees may present one selection from List A or a
combination of one selection from List B and one selection from List C.
Examples of many of these documents appear in the Handbook for Employers (M-274).

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		**1.** Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		**1.** A Social Security Account Number card, unless the card includes one of the following restrictions: **(1)** NOT VALID FOR EMPLOYMENT **(2)** VALID FOR WORK ONLY WITH INS AUTHORIZATION **(3)** VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		**2.** ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		**2.** Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		**3.** School ID card with a photograph		**3.** Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Employment Authorization Document that contains a photograph (Form I-766)		**4.** Voter's registration card		**4.** Native American tribal document
5. For an individual temporarily authorized to work for a specific employer because of his or her status or parole: **a.** Foreign passport; and **b.** Form I-94 or Form I-94A that has the following: **(1)** The same name as the passport; and **(2)** An endorsement of the individual's status or parole as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		**5.** U.S. Military card or draft record		**5.** U.S. Citizen ID Card (Form I-197)
		6. Military dependent's ID card		**6.** Identification Card for Use of Resident Citizen in the United States (Form I-179)
		7. U.S. Coast Guard Merchant Mariner Card		**7.** Employment authorization document issued by the Department of Homeland Security For examples, see **Section 7** and **Section 13** of the M-274 on **uscis.gov/i-9-central**. The Form I-766, Employment Authorization Document, is a List A, **Item Number 4.** document, not a List C document.
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		**8.** Native American tribal document		
		9. Driver's license issued by a Canadian government authority		
		For persons under age 18 who are unable to present a document listed above:		
		10. School record or report card		
		11. Clinic, doctor, or hospital record		
		12. Day-care or nursery school record		

Acceptable Receipts

May be presented in lieu of a document listed above for a temporary period.
For receipt validity dates, see the M-274.

• Receipt for a replacement of a lost, stolen, or damaged List A document. • Form I-94 issued to a lawful permanent resident that contains an I-551 stamp and a photograph of the individual. • Form I-94 with "RE" notation or refugee stamp issued to a refugee.	OR	Receipt for a replacement of a lost, stolen, or damaged List B document.	Receipt for a replacement of a lost, stolen, or damaged List C document.

*Refer to the Employment Authorization Extensions page on **I-9 Central** for more information.

Supplement A, Preparer and/or Translator Certification for Section 1

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
Supplement A
OMB No. 1615-0047
Expires 05/31/2027

Last Name *(Family Name)* from **Section 1.**	First Name *(Given Name)* from **Section 1.**	Middle initial (if any) from **Section 1.**

Instructions: This supplement must be completed by any preparer and/or translator who assists an employee in completing Section 1 of Form I-9. The preparer and/or translator must enter the employee's name in the spaces provided above. Each preparer or translator must complete, sign, and date a separate certification area. Employers must retain completed supplement sheets with the employee's completed Form I-9.

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator			Date *(mm/dd/yyyy)*
Last Name *(Family Name)*	First Name *(Given Name)*		Middle Initial *(if any)*
Address *(Street Number and Name)*	City or Town	State	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator			Date *(mm/dd/yyyy)*
Last Name *(Family Name)*	First Name *(Given Name)*		Middle Initial *(if any)*
Address *(Street Number and Name)*	City or Town	State	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator			Date *(mm/dd/yyyy)*
Last Name *(Family Name)*	First Name *(Given Name)*		Middle Initial *(if any)*
Address *(Street Number and Name)*	City or Town	State	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator			Date *(mm/dd/yyyy)*
Last Name *(Family Name)*	First Name *(Given Name)*		Middle Initial *(if any)*
Address *(Street Number and Name)*	City or Town	State	ZIP Code

Supplement B,
Reverification and Rehire (formerly Section 3)

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
Supplement B
OMB No. 1615-0047
Expires 05/31/2027

Last Name *(Family Name)* from **Section 1.**	First Name *(Given Name)* from **Section 1.**	Middle initial (if any) from **Section 1.**

Instructions: This supplement replaces Section 3 on the previous version of Form I-9. Only use this page if your employee requires reverification, is rehired within three years of the date the original Form I-9 was completed, or provides proof of a legal name change. Enter the employee's name in the fields above. Use a new section for each reverification or rehire. Review the Form I-9 instructions before completing this page. Keep this page as part of the employee's Form I-9 record. Additional guidance can be found in the Handbook for Employers: Guidance for Completing Form I-9 (M-274)

Date of Rehire *(if applicable)*	New Name *(if applicable)*		
Date *(mm/dd/yyyy)*	Last Name (Family Name)	First Name (Given Name)	Middle Initial

Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.

Document Title	Document Number (if any)	Expiration Date (if any) (mm/dd/yyyy)

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.

Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date *(mm/dd/yyyy)*

Additional Information (Initial and date each notation.)

☐ Check here if you used an alternative procedure authorized by DHS to examine documents.

Date of Rehire *(if applicable)*	New Name *(if applicable)*		
Date *(mm/dd/yyyy)*	Last Name (Family Name)	First Name (Given Name)	Middle Initial

Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.

Document Title	Document Number (if any)	Expiration Date (if any) (mm/dd/yyyy)

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.

Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date *(mm/dd/yyyy)*

Additional Information (Initial and date each notation.)

☐ Check here if you used an alternative procedure authorized by DHS to examine documents.

Date of Rehire *(if applicable)*	New Name *(if applicable)*		
Date *(mm/dd/yyyy)*	Last Name (Family Name)	First Name (Given Name)	Middle Initial

Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.

Document Title	Document Number (if any)	Expiration Date (if any) (mm/dd/yyyy)

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.

Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date *(mm/dd/yyyy)*

Additional Information (Initial and date each notation.)

☐ Check here if you used an alternative procedure authorized by DHS to examine documents.

THE OUNCE OF PREVENTION FUND OF FLORIDA
HEALTHY FAMILIES FLORIDA
ADVANCE PAYMENT REQUEST

Project Name: _____ Contract Number _____

An advance payment of one twelfth (1/12) of the subcontract amount may be requested.

_____ _____
(Amount) Grant Year

REQUESTED BY:

PAYEE NAME: _____

PAYEE ADDRESS: _____

_____

Name: _____
(Print or Type)

Signature: _____

Title: _____

Date: _____

REVIEWED BY: HEALTHY FAMILIES FLORIDA

Review by: _____

Name: Jennifer Ohlsen _____

Title: Executive Director _____

Date: _____

APPROVED BY: THE OUNCE OF PREVENTION FUND OF FLORIDA

Approved by: _____

Name: Douglas Sessions, Jr. _____

Title: President & CEO _____

Date: _____

Inspector General

NOTIFICATION/INVESTIGATION REQUEST

Section I.

TO: Keith R. Parks, DCF Inspector General Date:

FROM: Name: Title/Position:

Office: Work Phone:

Work Address:

PURPOSE: ☐ Notification Only ☐ Request for Investigation

☐ I am reporting this matter under the requirements of CFOP 180-4.

☐ I am requesting the protection afforded under the Whistleblower's Act (§ 112.3187 to § 112.3189, Florida Statutes).

Section II. DETAILS OF THE ALLEGATION:

Subject's Name: SSN: Title/ Position:

Program: County: Work Phone:

Work Address:

Classification: ☐ SES/Senior Management ☐ Career Service ☐ OPS ☐ Other:

Any Prior Arrests: ☐ Yes ☐ No If yes, when and offense:

SUMMARY OF EVENTS: (What is the allegation against the employee; what is the basis of the Notification?)

Section III. SPECIFIC REFERRAL INFORMATION (and date referred [mm/dd/yyyy]):

☐ Law Enforcement: ☐ Public Assistance Fraud: ☐ Office of Civil Rights:

☐ State Attorney: ☐ Office of Public Counsel: ☐ Abuse Hot Line:

ACTION TAKEN:

(Indicate any and all disciplinary, personnel or corrective actions already taken along with date of action.)

Arrest reported timely: ☐ Yes ☐ No Employee removed/reassigned from position: ☐ Yes ☐ No

Access to FAHIS removed: ☐ Yes ☐ No Referred to EAP, if applicable: ☐ Yes ☐ No

Is current criminal charge a "disqualifying offense"? ☐ Yes ☐ No

☐ Terminated:

☐ Resigned: ☐ Suspended: Number of days suspended:

☐ Reprimand: ☐ Reassigned: ☐ None

ADDITIONAL COMMENTS:

CONTACT PERSON (if other than requester):

Name: Work Phone:

Title/Position:

Section IV. FOR IG OFFICE USE ONLY:

Accepted by OSIG: ☐ Yes ☐ No Date:

☐ Preliminary ☐ Investigation ☐ Case Review Assigned To:

IG Referred To:

PROMOTING SAFE AND STABLE FAMILIES REPORT

Name of Person completing report: _____

Site Name:_____

Reporting Period: From: _____ To: _____

( ) July - September
( ) October - December
( ) January - March
( ) April – June

1. List any formal or informal partnerships with other organizations for the purposes of leveraging community resources to meet needs of at-risk families.

2. Identify any partnerships, contracts or relationships with faith-based organizations that contribute to prevention efforts.

3. Describe relationship with local Domestic Violence Coalition and any joint initiatives undertaken

HEALTHY FAMILIES FLORIDA
An affiliate of Healthy Families America*

Letter of Affidavit for E-Verify Status
Fiscal Year 2025-2026

Healthy Families Polk attests that:

1. Beginning January 1, 2021, ***Healthy Families Polk*** registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees.
2. This affidavit affirms that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

Healthy Families Polk also attests that all required documents will be placed in each employee's personnel file.

Sincerely,

Marcia Andersen

Marcia Andersen
Director, Health and Human Services

Pursuant to Section 117.05(13)(a), Florida Statutes, the following notarial certificate is sufficient for an oath or affirmation:

STATE OF FLORIDA
COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me by means of [✓] physical presence or [_] online notarization, this (numeric date) 13 day of (month) March, (year) 2024, by (name of person making statement).

JENNIFER L. COOPER
MY COMMISSION # HH 235008
EXPIRES: June 29, 2026

Jennifer L Cooper
(Signature of Notary Public-State of Florida)

Jennifer L Cooper
(Name of Notary Typed, Printed, or Stamped)

(NOTARY SEAL)

Personally Known ✓ OR Produced Identification ___ Type of Identification Produced_____

HEALTHY FAMILIES FLORIDA
An affiliate of Healthy Families America®

Letter of Affidavit for E-Verify Status
Fiscal Year 2025-2026

(Insert Lead Entity Name) attests that:

1. Beginning January 1, 2021, ***(Insert Lead Entity Name AND Site Name)*** registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees.
2. This affidavit affirms that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

(Insert Lead Entity Name) also attests that all required documents will be placed in each employees personnel file.

Sincerely,

(Insert Lead Entity Representative Name)
(Insert Title)

Pursuant to Section 117.05(13)(a), Florida Statutes, the following notarial certificate is sufficient for an oath or affirmation:

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [_] physical presence or [_] online notarization, this (numeric date) ___day of (month)_____, (year) 2024, by (name of person making statement).

_____
(Signature of Notary Public-State of Florida)

_____
(NOTARY SEAL) (Name of Notary Typed, Printed, or Stamped)

Personally Known ___ OR Produced Identification ___ Type of Identification Produced_____

HEALTHY FAMILIES FLORIDA
An affiliate of Healthy Families America®

Monthly Numbers Served Report
(as pulled from the Performance Management System)
Fiscal Year 2025-2026

HEALTHY FAMILIES _____

Monthly Served Report (FY00-00)
Reporting Date: 00/00/0000

Fiscal Year FY25-26

FY25-26	Contracted Monthly Number of Families to Serve	Minimum Monthly Compliance Measure	Actual Monthly Number of Families Served *	Difference between Contracted Monthly Number and Actual Number Served
July				
August				
September				
October				
November				
December				
January				
February				
March				
April				
May				
June				
Total Unduplicated Number of Families Served:				

* Run the report - Total Families Served w/ Date Parameters to see the families served.

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

_____Name of entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____[Name of Common Carrier or contracted carrier] is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

Office of Inspector General

REQUEST FOR IG REFERENCE CHECK

As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families (Department) or employed with a Contract or Subcontract Provider, a check with the Office of Inspector General (OIG) is required to determine if the individual is or has been the subject of an investigation with the OIG. **The request will only be made on the individual that is being recommended to be hired for the position,** if that individual has previously worked for the Department or a Contract or Subcontract Provider, or if that individual is being promoted, transferred, or demoted within the Department or Contract or Subcontract Provider. **DO NOT submit a request for each applicant being interviewed.**

Please note, the OIG has two business days to provide a response to all IG Reference Checks.

All completed forms must be submitted as a Word document to Request.for.IG.Reference.Check@myflfamilies.com

Please complete the form in its entirety.

A search of the OIG database is needed on the following individual:

Name: (First) (Middle) (Last)	Date of Birth:	Driver's License Number:

Alias / Nick Name(s) / Maiden Name:	
Current Physical Address:	
Mailing Address if Different:	
Previous Addresses within last 7 years:	
Indicate if the individual is being considered for: ☐ Rehire ☐ Promotion ☐ Transfer ☐ Demotion ☐ New Hire ☐ Other	
Position being considered for:	
Position(s) previously held within the Department (DCF) or DCF Contract or Subcontract Provider:	

IG Reference Check being requested by:	Reply to:
Circuit: Program Office: Institution: Provider:	

RESULTS OF IG REFERENCE CHECK: Date IG Reference Check completed: _____

☐ **A search of the OIG database has been conducted and the above-named individual IS NOT NOR HAS BEEN the subject of an OIG investigation with supported findings.**

☐ **Pursuant to § 119.071(7)(k), F.S., "A complaint of misconduct filed with an agency against an agency employee and all information obtained pursuant to an investigation by the agency of the complaint of misconduct is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until the investigation ceases to be active, or until the agency provides written notice to the employee who is the subject of the complaint, either personally or by mail…."**

☐ **A search of the OIG database has been conducted and the following information is provided:**

Within 30 days, return the following response to the OIG (to be completed only if information was provided in response to the IG Reference Check).

☐ **Individual screened was hired for the position.**

☐ **Individual screened was not hired for the position.**

Florida's Crossroads of Opportunity

Board of County Commissioners

1290 Golfview Avenue
PO Box 9005 • Drawer HS01
Bartow, Florida 33831-9005

PHONE: 863-534-5202
FAX: 863-519-3709
www.polk-county.net

POLK COUNTY

HEALTH AND HUMAN SERVICES DIVISION

June 26, 2025

The Ounce of Prevention Fund of Florida
Healthy Families Florida
111 North Gadsden Street, Suite 200
Tallahassee, FL 32301-1507

To Whom It May Concern:

The State Fiscal Year 2025/2026 contract between the Ounce of Prevention Fund of Florida/Healthy Families Florida and the Polk County Board of County Commissioners will be presented to the Board after July 15, 2025.

The contract provides as follows:

$394,811.00 Polk County cash match

$1,333,760.00 Polk County other funding

The matching and other funding will be used to support salaries, wages, payroll taxes, benefits and other expenses not paid through Healthy Families Florida.

This approval is pending final approval and execution of the contract by the Polk County Board of County Commissioners.

Sincerely,

Marcia Andresen

Director

Agenda Item R.13. 8/5/2025

SUBJECT

Approve State Housing Initiatives Partnership (SHIP) 1) Annual Report (AR) for FY 2022-2023 Closeout Year and 2) Local Housing Incentives Certification Form. (No fiscal impact).

DESCRIPTION

The State of Florida signed the William E. Sadowski Affordable Housing Act on July 7, 1992, creating the SHIP program. The Florida Housing Finance Corporation (FHFC) has administrative authority over the SHIP program. The Act requires each county to submit to the FHFC an Annual Report of its affordable housing programs and accomplishments from July 1 through June 30. The AR is due by September 15 of each year and must be certified as accurate and complete by the local government's chief elected official or their designee. The FHFC requires the local government's chief elected official or their designee to certify that the regulatory reform activities have been implemented.

RECOMMENDATION

Recommend the Board approve the SHIP AR for FY 2022-2023 as well as the Local Housing Incentives Certification Form. Also, recommend the Board to direct the Housing and Neighborhood Development office to transmit the AR and certifications to the Florida Housing Finance Corporation (FHFC).

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Jennifer Cooper
Housing and Neighborhood Development Manager
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863-534-5209

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of Polk County, I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2022-2023 and interim years 2023-2024.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
   a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
   b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be $1,200 school impact fee increased in July 2023
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be $ 0.

Staff Member responsible for submitting annual report to FHFC: _____

_____ Witness Signature Date

_____ Witness Printed Name

_____ Witness Signature Date

_____ Witness Printed Name

or

_____ Signature Date

_____ T.R. Wilson, Chairman
Polk County Board of County Commissioners

_____ Date

ATTEST (Seal)

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee.** Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

Title: SHIP Annual Report

Report Status: Unsubmitted

Polk County FY 2022/2023 Closeout

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
1	1-Purchase Assistance w Rehab	$1,355,000.00	55				
2	2-Purchase Assistance w / o Rehab	$165,000.00	7				
3	3-Owner Occupied Rehab	$1,165,660.83	37				
3	3 - Owner Occupied Rehab	$102,862.01	1				
4	4-Demolition / Reconstruction	$2,467,611.06	13				
5	5-Disaster Assistance	$1,330,448.80	19				
10	10-New Construction	$395,999.39	2				
	Homeownership Totals:	**$6,982,582.09**	**134**				

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
	Rental Totals:						
	Subtotals:	**$6,982,582.09**	**134**				

Additional Use of Funds

Use	Expended	Percentage
Administrative	$556,755.90	10.00 %
Homeownership Counseling	$200,000.00	
Admin From Program Income	$39,349.12	4.99 %
Admin From Disaster Funds	$158,650.00	-
Admin From HHRP	$.00	.00 %

Totals:	**$7,937,337.11**	**134**	**$.00**	**$.00**

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	$5,567,559.00
Program Income (Interest)	$183,251.20
Program Income (Payments)	$603,731.26
Recaptured Funds	$.00
Disaster Funds	
HHRP Funds	$1,586,508.00
Carryover funds from previous year	$837.34
Total:	**$7,941,886.80**

*** Carry Forward to Next Year: $4,549.69**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	375	434	621	814	1,007
VLI	625	670	803	928	1,036
LOW	1,000	1,071	1,285	1,485	1,656
MOD	1,500	1,608	1,929	2,229	2,487
Up to 140%	1,750	1,876	2,250	2,600	2,901

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	$6,982,582.09	49.10%
Public Moneys Expended	$.00	.00%
Private Funds Expended	$6,894,082.27	48.48%
Owner Contribution	$343,709.81	2.42%
Total Value of All Units	$14,220,374.17	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	$6,982,582.09	$5,568,396.34	125.40%	65%
Construction / Rehabilitation	$6,982,582.09	$5,568,396.34	125.40%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds	Total Available Funds % *	Totals of Percentages
Extremely Low	$1,412,206.35	22.22%	
Very Low	$1,569,986.73	24.70%	EL+VL: 46.92%
Low	$2,847,325.95	44.80%	EL+VL+L: 91.73%
Moderate	$1,153,063.06	18.14%	
Over 120%-140%	$.00	.00%	
Totals:	$6,982,582.09	109.87%	

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	$1,412,206.35	12	$.00	0	$1,412,206.35	12
Very Low	$1,569,986.73	21	$.00	0	$1,569,986.73	21
Low	$2,847,325.95	48	$.00	0	$2,847,325.95	48
Moderate	$1,153,063.06	53	$.00	0	$1,153,063.06	53
Over 120%-140%	$.00	0	$.00	0	$.00	0
Totals:	$6,982,582.09	134	$.00	0	$6,982,582.09	134

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 140%	Total
5-Disaster Assistance	Unincorporated	2	2	4	6		14
5-Disaster Assistance	Lake Wales			1			1
5-Disaster Assistance	Haines City			1			1
5-Disaster Assistance	Mulberry				1		1
5-Disaster Assistance	Davenport			1			1
5-Disaster Assistance	Dundee		1				1
10-New Construction	Haines City			2			2
1-Purchase Assistance w Rehab	Unincorporated		1	8	26		35
1-Purchase Assistance w Rehab	Fort Meade				1		1
1-Purchase Assistance w Rehab	Mulberry				1		1

1-Purchase Assistance w Rehab	Lake Wales			1	3		4
1-Purchase Assistance w Rehab	Dundee				2		2
1-Purchase Assistance w Rehab	Eagle Lake				1		1
1-Purchase Assistance w Rehab	Lake Alfred				1		1
1-Purchase Assistance w Rehab	Frostproof				2		2
1-Purchase Assistance w Rehab	Bartow				2		2
1-Purchase Assistance w Rehab	Haines City		1	3	1		5
1-Purchase Assistance w Rehab	Auburndale				1		1
2-Purchase Assistance w / o Rehab	Bartow			1	1		2
2-Purchase Assistance w / o Rehab	Haines City			1			1
2-Purchase Assistance w / o Rehab	Frostproof				1		1
2-Purchase Assistance w / o Rehab	Lake Wales				2		2
2-Purchase Assistance w / o Rehab	Auburndale				1		1
3-Owner Occupied Rehab	Bartow			3			3
3 - Owner Occupied Rehab	Unincorporated			1			1
3-Owner Occupied Rehab	Unincorporated	6	9	12			27
3-Owner Occupied Rehab	Auburndale		1	1			2
3-Owner Occupied Rehab	Ft Meade			1			1
3-Owner Occupied Rehab	Lake Wales		1	1			2
3-Owner Occupied Rehab	Dundee			1			1
3-Owner Occupied Rehab	Haines City			1			1
4-Demolition / Reconstruction	Unincorporated	3	5	3			11
4-Demolition / Reconstruction	Haines City	1		1			2
	Totals:	**12**	**21**	**48**	**53**		**134**

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
5-Disaster Assistance	Unincorporated		2	1	11	14
5-Disaster Assistance	Lake Wales				1	1
5-Disaster Assistance	Haines City				1	1
5-Disaster Assistance	Mulberry				1	1
5-Disaster Assistance	Davenport				1	1
5-Disaster Assistance	Dundee				1	1
10-New Construction	Haines City			2		2
1-Purchase Assistance w Rehab	Unincorporated	7	16	12		35
1-Purchase Assistance w Rehab	Fort Meade		1			1
1-Purchase Assistance w Rehab	Mulberry		1			1
1-Purchase Assistance w Rehab	Lake Wales		3	1		4
1-Purchase Assistance w Rehab	Dundee		1	1		2
1-Purchase Assistance w Rehab	Eagle Lake			1		1
1-Purchase Assistance w Rehab	Lake Alfred			1		1
1-Purchase Assistance w Rehab	Frostproof	1	1			2
1-Purchase Assistance w Rehab	Bartow		2			2
1-Purchase Assistance w Rehab	Haines City	1	1	3		5
1-Purchase Assistance w Rehab	Auburndale		1			1
2-Purchase Assistance w / o Rehab	Bartow		1	1		2
2-Purchase Assistance w / o Rehab	Haines City			1		1
2-Purchase Assistance w / o Rehab	Frostproof			1		1
2-Purchase Assistance w / o Rehab	Lake Wales		1	1		2

2-Purchase Assistance w / o Rehab	Auburndale	1				1
3-Owner Occupied Rehab	Bartow				3	3
3 - Owner Occupied Rehab	Unincorporated			1		1
3-Owner Occupied Rehab	Unincorporated		1	1	25	27
3-Owner Occupied Rehab	Auburndale			1	1	2
3-Owner Occupied Rehab	Ft Meade				1	1
3-Owner Occupied Rehab	Lake Wales				2	2
3-Owner Occupied Rehab	Dundee			1		1
3-Owner Occupied Rehab	Haines City				1	1
4-Demolition / Reconstruction	Unincorporated			1	10	11
4-Demolition / Reconstruction	Haines City			1	1	2
	Totals:	**10**	**32**	**32**	**60**	**134**

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
5-Disaster Assistance	Unincorporated	6	8		14
5-Disaster Assistance	Lake Wales		1		1
5-Disaster Assistance	Haines City	1			1
5-Disaster Assistance	Mulberry		1		1
5-Disaster Assistance	Davenport	1			1
5-Disaster Assistance	Dundee	1			1
10-New Construction	Haines City		2		2
1-Purchase Assistance w Rehab	Unincorporated	15	20		35
1-Purchase Assistance w Rehab	Fort Meade		1		1
1-Purchase Assistance w Rehab	Mulberry			1	1
1-Purchase Assistance w Rehab	Lake Wales	1	3		4
1-Purchase Assistance w Rehab	Dundee		2		2

1-Purchase Assistance w Rehab	Eagle Lake	1			1
1-Purchase Assistance w Rehab	Lake Alfred		1		1
1-Purchase Assistance w Rehab	Frostproof	1	1		2
1-Purchase Assistance w Rehab	Bartow			2	2
1-Purchase Assistance w Rehab	Haines City		5		5
1-Purchase Assistance w Rehab	Auburndale		1		1
2-Purchase Assistance w / o Rehab	Bartow		2		2
2-Purchase Assistance w / o Rehab	Haines City		1		1
2-Purchase Assistance w / o Rehab	Frostproof		1		1
2-Purchase Assistance w / o Rehab	Lake Wales	2			2
2-Purchase Assistance w / o Rehab	Auburndale		1		1
3-Owner Occupied Rehab	Bartow	3			3
3 - Owner Occupied Rehab	Unincorporated		1		1
3-Owner Occupied Rehab	Unincorporated	15	9	3	27
3-Owner Occupied Rehab	Auburndale	1	1		2
3-Owner Occupied Rehab	Ft Meade	1			1
3-Owner Occupied Rehab	Lake Wales	1	1		2
3-Owner Occupied Rehab	Dundee	1			1
3-Owner Occupied Rehab	Haines City		1		1
4-Demolition / Reconstruction	Unincorporated	8	3		11
4-Demolition / Reconstruction	Haines City	1	1		2
	Totals:	**60**	**68**	**6**	**134**

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp-anic	Asian	Amer-Indian	Other	Total
5-Disaster Assistance	Unincorporated	6	6	2				14
5-Disaster Assistance	Lake Wales		1					1
5-Disaster Assistance	Haines City		1					1
5-Disaster Assistance	Mulberry	1						1
5-Disaster Assistance	Davenport		1					1
5-Disaster Assistance	Dundee		1					1
10-New Construction	Haines City	1		1				2
1-Purchase Assistance w Rehab	Unincorporated	22	13					35
1-Purchase Assistance w Rehab	Fort Meade	1						1
1-Purchase Assistance w Rehab	Mulberry	1						1
1-Purchase Assistance w Rehab	Lake Wales	2	2					4
1-Purchase Assistance w Rehab	Dundee		2					2
1-Purchase Assistance w Rehab	Eagle Lake		1					1
1-Purchase Assistance w Rehab	Lake Alfred		1					1
1-Purchase Assistance w Rehab	Frostproof	1	1					2
1-Purchase Assistance w Rehab	Bartow	2						2
1-Purchase Assistance w Rehab	Haines City	2	2	1				5
1-Purchase Assistance w Rehab	Auburndale	1						1
2-Purchase Assistance w / o Rehab	Bartow	1	1					2
2-Purchase Assistance w / o Rehab	Haines City	1						1
2-Purchase Assistance w / o Rehab	Frostproof	1						1
2-Purchase Assistance w / o Rehab	Lake Wales	2						2
2-Purchase Assistance w / o Rehab	Auburndale	1						1

3-Owner Occupied Rehab	Bartow		3					3
3 - Owner Occupied Rehab	Unincorporated		1					1
3-Owner Occupied Rehab	Unincorporated	17	9	1				27
3-Owner Occupied Rehab	Auburndale	1	1					2
3-Owner Occupied Rehab	Ft Meade		1					1
3-Owner Occupied Rehab	Lake Wales		2					2
3-Owner Occupied Rehab	Dundee		1					1
3-Owner Occupied Rehab	Haines City		1					1
4-Demolition / Reconstruction	Unincorporated	3	8					11
4-Demolition / Reconstruction	Haines City		2					2
	Totals:	**67**	**62**	**5**				**134**

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
5-Disaster Assistance	Unincorporated			11	11
5-Disaster Assistance	Lake Wales			1	1
5-Disaster Assistance	Haines City			1	1
5-Disaster Assistance	Mulberry			1	1
5-Disaster Assistance	Davenport			1	1
5-Disaster Assistance	Dundee			1	1
10-New Construction	Haines City				0
1-Purchase Assistance w Rehab	Unincorporated				0
1-Purchase Assistance w Rehab	Fort Meade				0
1-Purchase Assistance w Rehab	Mulberry				0
1-Purchase Assistance w Rehab	Lake Wales				0
1-Purchase Assistance w Rehab	Dundee				0
1-Purchase Assistance w Rehab	Eagle Lake				0

1-Purchase Assistance w Rehab	Lake Alfred				0
1-Purchase Assistance w Rehab	Frostproof				0
1-Purchase Assistance w Rehab	Bartow				0
1-Purchase Assistance w Rehab	Haines City				0
1-Purchase Assistance w Rehab	Auburndale				0
2-Purchase Assistance w / o Rehab	Bartow				0
2-Purchase Assistance w / o Rehab	Haines City				0
2-Purchase Assistance w / o Rehab	Frostproof				0
2-Purchase Assistance w / o Rehab	Lake Wales				0
2-Purchase Assistance w / o Rehab	Auburndale				0
3-Owner Occupied Rehab	Bartow			3	3
3 - Owner Occupied Rehab	Unincorporated				0
3-Owner Occupied Rehab	Unincorporated			25	25
3-Owner Occupied Rehab	Auburndale			1	1
3-Owner Occupied Rehab	Ft Meade			1	1
3-Owner Occupied Rehab	Lake Wales			2	2
3-Owner Occupied Rehab	Dundee				0
3-Owner Occupied Rehab	Haines City			1	1
4-Demolition / Reconstruction	Unincorporated			10	10
4-Demolition / Reconstruction	Haines City			1	1
	Totals:			**60**	**60**

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
5-Disaster Assistance	Educator/School Employee	21,090.60	1
5-Disaster Assistance	Retail Sales	38,393.20	1
5-Disaster Assistance	Nurse/Healthcare	18,388.90	1
5-Disaster Assistance	Hospitality/Tourism Industry	205,206.35	1
1-Purchase Assistance w Rehab	Government Employee	2,145.08	1
1-Purchase Assistance w Rehab	Retail Sales	19,455.94	1
3 - Owner Occupied Rehab	Retail Sales	102,862.01	1
3-Owner Occupied Rehab	Retail Sales	31,430.40	1
3-Owner Occupied Rehab	Educator/School Employee	25,341.55	1
3-Owner Occupied Rehab	Nurse/Healthcare	10,733.00	1
4-Demolition/Reconstruction	Nurse/Healthcare	361,171.45	2

Form 4

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	Year Adopted (or N/A)
Expedited permitting		AHAC Review	Adopted	1998
Ongoing review process		AHAC Review	Adopted	1998
Impact fee modifications		AHAC Review	Adopted	2007
Flexible densities		AHAC Review	Adopted	N/A
Reservation of infrastructure		AHAC Review	Not Adopted	N/A
Allowance of accessory dwelling units		AHAC Review	Not Adopted	N/A
Reduction of parking and setbacks		AHAC Review	Not Adopted	N/A
Allowance of flexible lot sizes		AHAC Review	Not Adopted	N/A
Modification of street requirements		AHAC Review	Not Adopted	N/A
Printed inventory of public owned lands		AHAC Review	Adopted	2007
Support of development near transportation/employment hubs		AHAC Review	Adopted	1992

Other	Demolition Lien Waiver Program. This program was approved by the BoCC in 2022 Lien on lots that structures that had been demolished if used for affordable housing will be waived for 10 years during the affordability period for very low, low and moderate income housing rental and home ownership parcels.	AHAC Review	Adopted	2022

Support Services

The Polk County Housing and Neighborhood Development Office contracts with a nonprofit organization to provide home buyer education classes in English and Spanish. This nonprofit was selected using a Request for Application (RFA) process and provides financial assistance to very low-, low- or moderate-income households purchasing homes to be occupied as their primary residence. This Subrecipient is contracted to administer down payment assistance and closing costs assistance using State Housing Initiatives Partnership (SHIP) program funds provided by Polk County. Eligible homebuyers must have secured first mortgage financing. These programs are HUD acceptable to provide secondary financing for FHA insured and Conventional mortgage loans. GAP program down payment assistance varies depending on the income level of the buyer and the local government assistance program guidelines. SHIP down payment and closing cost assistance is secured by a soft second mortgage.

Other Accomplishments

It has been three years since the new Demo Lien waiver incentive program has been in place. This Affordable Housing Incentive was implemented to waive demolition liens on lots suitable for the development of newly constructed affordable single-family houses. It was later revised to include multifamily developments at the request of a local developer interested in small scale apartments, duplex, and triplex developments. This affordable housing incentive provides a waiver of the liens on lots from the demolition program that will be used for affordable housing for very low-, low- and moderate-income residents. Polk County provides waivers of impact fees for affordable housing developments, single and multifamily units. Impact fee waivers are provided to households making up to 80% of the area median income and 81% to 120% for workforce housing waivers. To date it is estimated that Polk County has waived the impact fees for affordable housing in the amount of approximately $ 11,657,344. An additional $8,397 in workforce housing impact fee exemptions were completed in the interim year. Also, $1,221,107 in affordable housing impact fees were waived for housing at 80% and below of the area median income during the interim year of July 1, 2022 to June 30, 2023.

Availability for Public Inspection and Comments

The Polk County SHIP Annual Report was available to the Public for Inspection and Comment on the Polk County website and was published in two local newspapers the Polk Sun and the Winter Haven Sun on Wednesday, July 23, 2025 available until Wednesday July 30, 2025. It was also in the legal ad section of both papers through the same dates July 23, 2025 through July 30, 2025.

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans: **2234**

Mortgage Foreclosures

A. Very low income households in foreclosure: **0**

B. Low income households in foreclosure: **1**

C. Moderate households in foreclosure: **2**

Foreclosed Loans Life-to-date: **3**

SHIP Program Foreclosure Percentage Rate Life to Date: **0.13**

Mortgage Defaults

A. Very low income households in default: **2**

B. Low income households in default: **0**

C. Moderate households in default: **0**

Defaulted Loans Life-to-date: **2**

SHIP Program Default Percentage Rate Life to Date: **0.09**

Strategies and Production Costs

Strategy	Average Cost
1-Purchase Assistance w Rehab	$24,636.36
10-New Construction	$197,999.70
2-Purchase Assistance w/o Rehab	$23,571.43
3 - Owner Occupied Rehab	$102,862.01
3-Owner Occupied Rehab	$31,504.35
4-Demolition/Reconstruction	$189,816.24
5-Disaster Assistance	$70,023.62

Expended Funds

Total Unit Count: **134** Total Expended Amount: **$6,982,582.09**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
5-Disaster Assistance	Russell Burney	2995 Warfield Dr	Bartow	33810	$24,639.10	
5-Disaster Assistance	Candie Weaver	6618 Cain Street	Bradley	33835	$21,090.60	
5-Disaster Assistance	Genesis Esquilin	444 Stanley Avenue	Frostproof	33843	$38,393.20	
5-Disaster Assistance	Marilyn Richmond	278 Cherry Laurel Lane	Winter Haven	33880	$13,928.20	
5-Disaster Assistance	Bernice Fogle	951 Chelsea Way	Lake Wales	33853	$17,277.05	
5-Disaster Assistance	Darrell Smith	1214 Avenue H	Haines City	33844	$13,152.70	
5-Disaster Assistance	Debra Davis	3951 Lehman Court	Lakeland	33813	$26,964.50	
5-Disaster Assistance	Sylvia Roland	612 NE 2nd Ave	Mulberry	33860	$19,444.40	
5-Disaster Assistance	Helen Brown	2030 Greentree Court	Bartow	33830	$21,827.80	

5-Disaster Assistance	Ashley D. Hodges	1779 Williamsburg Dr	Bartow	33830	$18,388.90	
5-Disaster Assistance	Andres Nieves	869 Killearn Blvd	Winter Haven	33880	$31,212.20	
5-Disaster Assistance	Jean Augusma	107 Redding Street W	Davenport	33837	$205,206.35	
5-Disaster Assistance	Herschell Collis Dupree	2558 Palm Dr. NE	Winter Haven	33881	$186,744.05	
5-Disaster Assistance	John Monahan	3830 Avenue V NW	Winter Haven	33830	$204,179.75	
5-Disaster Assistance	Annie Mathews	1121 29th St. NW	Winter Haven	33881	$206,774.30	
5-Disaster Assistance	Mose Henderson	241 Jane Ave	Dundee	33838	$211,121.80	
5-Disaster Assistance	Barbara Cox	120 6th St East Wahneta	Winter Haven	33880	$61,057.90	
5-Disaster Assistance	Kimberly Smith	1650 Merrick Road	Lakeland	33801	$3,306.00	
5-Disaster Assistance	Linda Little	5916 Whitetail Loop	Lakeland	33811	$5,740.00	
10-New Construction	Julissa Falcon	12 Cedar Street	Haines City	33844	$198,455.20	
10-New Construction	Carlos G Garcia Sr	16 Cedar Street	Haines City	33844	$197,544.19	
1-Purchase Assistance w Rehab	David C. Howell	312 Martha Drive	Lake Wales	33898	$2,145.08	
1-Purchase Assistance w Rehab	Katy Lynn Connelly	2847 Fletcher Ave	Eaton Park	33840	$23,000.00	
1-Purchase Assistance w Rehab	Jacob D. & Savanna M Britt	605 Pine Avenue North	Fort Meade	33841	$23,000.00	
1-Purchase Assistance w Rehab	Alexander & Autumn Michaelsen	1304 4th Street NE	Mulberry	33860	$23,000.00	
1-Purchase Assistance w Rehab	Daniel L. Mellen	329 Genesis Pointe Drive	Lake Wales	33859	$19,455.94	
1-Purchase Assistance w Rehab	Karla Marie & German Joel Sepulveda & Vazquez	314 Townsend Avenue	Lake Wales	33853	$23,000.00	
1-Purchase Assistance w Rehab	Irving Wilson Rivera	1565 28th St NW	Winter Haven	33881	$28,000.00	
1-Purchase Assistance w Rehab	Rolonda Washington	712 Edmund Avenue	Dundee	33838	$23,000.00	
1-Purchase Assistance w Rehab	Roger and Ola Tirado and Watson	2402 Burns Street	Lakeland	33801	$23,000.00	

1-Purchase Assistance w Rehab	Amanda Lee Soto	475 Prestwick Place	Poinciana	34759	$23,000.00	
1-Purchase Assistance w Rehab	Tracey Manning Murvin	36 Kimberly Court SW	Winter Haven	33880	$23,000.00	
1-Purchase Assistance w Rehab	Enid and Celia Contreras and Bernard	4882 Leisurewood Ln	Lakeland	33811	$23,000.00	
1-Purchase Assistance w Rehab	Kiana Janae Abram	3014 Morgan Combee Road	Lakeland	33801	$23,000.00	
1-Purchase Assistance w Rehab	Kendell Alexander	1255 N. 12th Street	Eagle Lake	33839	$23,000.00	
1-Purchase Assistance w Rehab	Donald Edward Gambler	322 Thomas Avenue	Frostproof	33843	$40,000.00	
1-Purchase Assistance w Rehab	Yasmarra Palomares	1052 Edith Avenue	Lakeland	33805	$23,000.00	
1-Purchase Assistance w Rehab	Karime C Colunge Rosario	1314 26th St. NW	Winter Haven	33881	$23,000.00	
1-Purchase Assistance w Rehab	Kerstin and Terrence Mixon	1337 Cypress Ridge Loop	Lake Alfred	33850	$23,000.00	
1-Purchase Assistance w Rehab	Quonshela Mitchell	326 Dr. JA Wiltshire Ave E	Lake Wales	33853	$23,000.00	
1-Purchase Assistance w Rehab	Christian Mejia	110 Oleander Avenue	Auburndale	33823	$28,000.00	
1-Purchase Assistance w Rehab	Jerome and Ann Marie Folkes Scott	616 Hickory Lane	Lakeland	33801	$23,000.00	
1-Purchase Assistance w Rehab	Shahd Mohamad Kassem	51 Buck Circle	Haines City	33844	$23,000.00	
1-Purchase Assistance w Rehab	Jakerria O'Shae Norris	417 Walter Avenue	Frostproof	33843	$28,000.00	
1-Purchase Assistance w Rehab	Maurice and Georgianna Thompson	2634 French Ave	Lakeland	33801	$23,000.00	
1-Purchase Assistance w Rehab	Oliveah Maria Garcia Morales	355 Oak Avenue S	Frostproof	33843	$23,000.00	
1-Purchase Assistance w Rehab	Jordan and Stephanie Costelic	4160 Sunny Land Dr	Lakeland	33813	$23,000.00	
1-Purchase Assistance w Rehab	Ashley and Yamil Noel and Moreno Acevedo	540 Forrest Dr W	Bartow	33830	$23,000.00	

1-Purchase Assistance w Rehab	Darlene Stallworth	1312 Avenue K	Haines City	33844	$28,000.00	
1-Purchase Assistance w Rehab	Hidamm Edwin & Adriana Reyes & Quinones Millan	4811 Rigging St	Haines City	33844	$23,000.00	
1-Purchase Assistance w Rehab	Keith and Kayla Massey and Ablondi	1096 Stewart Ave	Frostproof	33843	$23,000.00	
1-Purchase Assistance w Rehab	Brenda R. Evans	2237 Firestone Place	Winter Haven	33884	$23,000.00	
1-Purchase Assistance w Rehab	Virginia Sue & George Wesley Sours & Gunn, III	3222 South Avenue	Bartow	33830	$23,000.00	
1-Purchase Assistance w Rehab	Angel Manuel & Vanessa Tosado Hernandez & Rivera Lebron	1515 Eloise Ct	Poinciana	34759	$23,000.00	
1-Purchase Assistance w Rehab	Lucas Charles & Breanna Lynn Creekmore	2265 Cherokee St E	Bartow	33830	$23,000.00	
1-Purchase Assistance w Rehab	T'Oviyon Myriah Reese	1476 Ridge Lake Court	Lakeland	33801	$23,000.00	
1-Purchase Assistance w Rehab	Anna Gisel Beltran	3365 South Avenue	Bartow	33830	$23,000.00	
1-Purchase Assistance w Rehab	Angela Camilla Jackson	1612 Ellington Drive	Dundee	33838	$23,000.00	
1-Purchase Assistance w Rehab	Caleb Jordan & Meredith V Mangus/Wright	603 Hampton St.	Auburndale	33823	$23,000.00	
1-Purchase Assistance w Rehab	Kiwauna Johnson	3231 Timberline Rd E	Winter Haven	33880	$28,000.00	
1-Purchase Assistance w Rehab	Rick & Sara Calhoun	305 Vaniman Avenue	Winter Haven	33880	$28,000.00	
1-Purchase Assistance w Rehab	Joshua Sutliff	6068 Topher Trail	Mulberry	33860	$23,000.00	
1-Purchase Assistance w Rehab	Shilita & Waymond Ferguson & Page Jr	1030 Roberta Rd	Lake Wales	33853	$23,000.00	
1-Purchase Assistance w Rehab	Curtis Best	2913 N 91 Mine Rd	Bartow	33830	$23,000.00	

1-Purchase Assistance w Rehab	Brittney Thomas	5314 David St	Lakeland	33813	$23,000.00	
1-Purchase Assistance w Rehab	Cassidy Rae DeForge	2903 Club Circle	Lake Wales	33898	$28,000.00	
1-Purchase Assistance w Rehab	Gwendolyn Quidgeon	1018 Meadow Ave	Lakeland	33801	$23,000.00	
1-Purchase Assistance w Rehab	Jonathan & Joyce Browning	988 Old Cutler Rd	Lake Wales	33898	$2,000.00	
1-Purchase Assistance w Rehab	Jonathan Keelan	2805 Avenue J NW	Winter Haven	33881	$16,398.98	
1-Purchase Assistance w Rehab	Diangelo & Ashkia Evans	217 Lily Pad Rd	Eagle Lake	33839	$23,000.00	
1-Purchase Assistance w Rehab	Julissa Falcon	12 Cedar Street	Haines City	33844	$53,500.00	
1-Purchase Assistance w Rehab	Carlos G Garcia Sr	16 Cedar Street	Haines City	33844	$53,500.00	
1-Purchase Assistance w Rehab	Joevennette Daniels	718 Euclid Ave	Lake Wales	33853	$28,500.00	
1-Purchase Assistance w Rehab	Manueal Villanueva Diaz	161 Brooks Rd	Frostproof	33843	$28,500.00	
1-Purchase Assistance w Rehab	Jimmie Snipes	622 6th Street	Haines City	33844	$40,500.00	
1-Purchase Assistance w Rehab	Shawn Montgomery	6455 Sedgeford Drive	Lakeland	33811	$23,500.00	
2-Purchase Assistance w/o Rehab	Mica Barrington	510 W. Lucille St	Bartow	33830	$23,000.00	
2-Purchase Assistance w/o Rehab	Roberto Bonilla	127 Orange Drive	Haines City	33844	$22,000.00	
2-Purchase Assistance w/o Rehab	Todd and Sarah Frederick	806 Ulmer Rd	Frostproof	33843	$23,000.00	
2-Purchase Assistance w/o Rehab	Terri Tarrance	1126 Druid Circle	Lake Wales	33853	$23,000.00	
2-Purchase Assistance w/o Rehab	Kyler Trammell	527 Emerald Avenue	Lake Wales	33853	$23,000.00	
2-Purchase Assistance w/o Rehab	Colombia Mercedez Mancera	855 Holiday Lane	Bartow	33830	$28,000.00	

2-Purchase Assistance w/o Rehab	Jodinise & Rosalinda Sanchez & Burgos	317 Courtland Ave	Auburndale	33823	$23,000.00	
3-Owner Occupied Rehab	Mary Irving	930 Childs Avenue	Bartow	33830	$93,300.71	
3 - Owner Occupied Rehab	Tonya Sanders	2610 Avenue S NW	Winter Haven	33881	$102,862.01	
3-Owner Occupied Rehab	Christine Holmes	2042 Alderman Rd	Auburndale	33823	$101,328.39	
3-Owner Occupied Rehab	Kenneth Johnson	618 Poplar Street	Auburndale	33823	$46,601.45	
3-Owner Occupied Rehab	Carol Roberts	308 Keat Ave	Auburndale	33823	$21,516.40	
3-Owner Occupied Rehab	Cleva Gustafson	5679 Cherry Tree Drive	Lakeland	33811	$21,918.55	
3-Owner Occupied Rehab	Classie Sanders	2711 Ellis Avenue	Eaton Park	33840	$35,305.00	
3-Owner Occupied Rehab	Angela Forsett	1095 Forrest Dr.	Bartow	33831	$31,083.70	
3-Owner Occupied Rehab	Randy Geier	4820 Pheasant Dr	Mulberry	33860	$30,666.80	
3-Owner Occupied Rehab	Maria Estrada	130 7th Wahneta St. E	Winter Haven	33880	$31,295.70	
3-Owner Occupied Rehab	Michelle Brown-Davis	828 Everette St.	Lake Alfred	33850	$31,430.40	
3-Owner Occupied Rehab	Mary Jones	100 SE 6th St	Ft Meade	33841	$25,341.55	
3-Owner Occupied Rehab	Gloria Massey	512 Lemon St	Lake Wales	33853	$46,860.40	
3-Owner Occupied Rehab	Brian Boucher	3133 Hickory Street	Winter Haven	33881	$19,069.85	
3-Owner Occupied Rehab	James Horton	202 Robinson Street	Auburndale	33823	$33,279.55	
3-Owner Occupied Rehab	Angela Stoops	1548 Sarah Street	Lake Wales	33898	$10,733.00	
3-Owner Occupied Rehab	Anelia Howard	213 Melina Avenue	Dundee	33838	$49,694.40	
3-Owner Occupied Rehab	Robert Grizzle	3705 Willow Wisp Dr. N	Lakeland	33810	$41,883.60	
3-Owner Occupied Rehab	Betty Sue Martin	1703 Oakland Road W.	Lakeland	33811	$27,225.20	
3-Owner Occupied Rehab	Charity Jackson	1050 Parker Rd	Lakeland	33811	$27,765.35	
3-Owner Occupied Rehab	Annette Sommer	265 35th St NW	Winter Haven	33880	$23,929.15	
3-Owner Occupied Rehab	James Moment	356 Avenue A	Waverly	33877	$30,422.35	
3-Owner Occupied Rehab	Peggy Fuller	3493 Avenue V NW	Winter Haven	33881	$32,266.05	
3-Owner Occupied Rehab	Willie Anglin	508 5th Street	Haines City	33844	$32,173.75	

3-Owner Occupied Rehab	Michael and Kathryn Kibler	4067 Palmetto Ave. SE	Highland City	33846	$25,073.05	
3-Owner Occupied Rehab	Linda Bryant	4398 Brierwood Cir.	Auburndale	33823	$13,122.35	
3-Owner Occupied Rehab	Diane Labelle	2216 Weber St	Lakeland	33801	$4,688.53	
3-Owner Occupied Rehab	Peggy Goode	809 Everett St	Lake Alfred	33850	$11,887.35	
3-Owner Occupied Rehab	Cynthia Jones	1435 S. Mcadoo Ave.	Bartow	33830	$16,871.65	
3-Owner Occupied Rehab	Rogers Danielle	212 Tyler Street	Lake Wales	33859	$24,313.65	
3-Owner Occupied Rehab	Sandra Trim	910 Saddlewood Blvd	Lakeland	33809	$12,815.20	
3-Owner Occupied Rehab	Charles & Leona Smarte	821 Everett St.	Lake Alfred	33850	$37,459.40	
3-Owner Occupied Rehab	Linda & Tracy Swartz	240 Babson Dr.	Babson Park	33877	$25,630.65	
3-Owner Occupied Rehab	David/Douglas Roos/Hansen	5721 Antler Trail	Lakeland	33811	$33,610.75	
3-Owner Occupied Rehab	Cynthia Ryan	895 Golfview Ave	Bartow	33830	$28,144.85	
3-Owner Occupied Rehab	Carroll Mills	2015 S. Lake Reedy Rd.	Frostproof	33843	$17,588.10	
3-Owner Occupied Rehab	Wanda Holley	528 Bar Dr	Kissimmee	34759	$37,745.00	
3-Owner Occupied Rehab	Mary Jones	510 Greenbrough Dr	Lake Wales	33853	$31,619.00	
4-Demolition/Reconstruction	Bernice Lopez	17 Tom Sheffield Rd	Frostproof	33843	$215,196.20	
4-Demolition/Reconstruction	Sharone Ford-Donnette	323 Avenue B	Waverly	33877	$178,418.50	
4-Demolition/Reconstruction	Maxine Smith	3723 Island Oaks Ct	Lakeland	33805	$198,028.20	
4-Demolition/Reconstruction	Christophine Miller	395 Robinson Avenue	Lake Wales	33859	$182,752.95	
4-Demolition/Reconstruction	Mary Ann Pickard McNeil	5471 8th Street	Highland City	33846	$194,814.45	
4-Demolition/Reconstruction	Gail Baake	4019 Palmetto Avenue	Highland City	33846	$192,007.20	
4-Demolition/Reconstruction	Betty Gene Miller	2528 Palm Dr. NE	Winter Haven	33881	$210,365.20	
4-Demolition/Reconstruction	Daryn L. & Valerie Wiggins	1226 Avenue G	Haines City	33844	$203,633.55	

4-Demolition/Reconstruction	William Ponder	363 Robinson Ave	Waverly	33877	$176,989.95	
4-Demolition/Reconstruction	Vivian McNeal	220 N 13th St	Haines City	33844	$191,513.00	
4-Demolition/Reconstruction	Barbara Ann Speller	824 3rd Ave	Waverly	33877	$182,922.40	
4-Demolition/Reconstruction	Sheila Scarlett	738 3rd Avenue	Lake Wales	33859	$182,503.16	
4-Demolition/Reconstruction	Barbara Cox	120 6th St East Wahneta	Winter Haven	33880	$158,466.30	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
Polk County Board of County Commissioners			self	$754,755.02

Program Income

Program Income Funds	
Loan Repayment:	$.00
Refinance:	$.00
Foreclosure:	$.00
Sale of Property:	$603,731.26
Interest Earned:	$183,251.20
Total:	**$786,982.46**

Number of Affordable Housing Applications

Number of Affordable Housing Applications	
Submitted	393
Approved	52
Denied	189

Explanation of Recaptured funds

Description	Amount
	$.00
	$.00
	$.00
Total:	**$.00**

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By

Single Family Area Purchase Price

The average area purchase price of single family units: 221,470.60

Or

Not Applicable

Form 5

Special Needs Breakdown

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units	% of Allocation
1	1-Purchase Assistance w Rehab	$42,455.94	2			
2	2-Purchase Assistance w/o Rehab	$22,000.00	1			
3	3-Owner Occupied Rehab	$658,243.94	21			
3	3 - Owner Occupied Rehab					
4	4-Demolition/Reconstruction	$1,672,831.16	9			
5	5-Disaster Assistance	$592,800.95	7			
	Total:	**$2,988,331.99**	**40**			**41.77%**

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(5) 5-Disaster Assistance	Developmental Disabilities	$38,393.20	1		
(5) 5-Disaster Assistance	Receiving Social Security Disability Insurance	$435,173.15	3		
(5) 5-Disaster Assistance	Person with Disabling Condition (not DD)	$119,234.60	3		
(1) 1-Purchase Assistance w Rehab	Person with Disabling Condition (not DD)	$42,455.94	2		
(2) 2-Purchase Assistance w/o Rehab	Person with Disabling Condition (not DD)	$22,000.00	1		
(3) 3-Owner Occupied Rehab	Receiving Social Security Disability Insurance	$423,538.04	12		
(3) 3-Owner Occupied Rehab	Receiving Supplemental Security Income	$21,516.40	1		
(3) 3-Owner Occupied Rehab	Person with Disabling Condition (not DD)	$188,875.85	7		
(3) 3-Owner Occupied Rehab	Developmental Disabilities	$24,313.65	1		
(4) 4-Demolition/Reconstruction	Receiving Supplemental Security Income	$215,196.20	1		

(4) 4-Demolition/Reconstruction	Developmental Disabilities	$178,418.50	1		
(4) 4-Demolition/Reconstruction	Receiving Veterans Disability Benefits	$386,821.65	2		
(4) 4-Demolition/Reconstruction	Receiving Social Security Disability Insurance	$551,425.35	3		
(4) 4-Demolition/Reconstruction	Person with Disabling Condition (not DD)	$340,969.46	2		

Provide a description of efforts to reduce homelessness:

To reduce homelessness the Polk County Housing and Neighborhood Development Office (HND) supports various local Homeless programs and agencies. Each year Polk County Housing and Neighborhood Development Staff members participate in the Point-In-Time Survey. The Manager of the Housing and Neighborhood Development Office is part of the Homeless Coalition Governance Board. The Homeless Coalition's Governance Board consists of members from all sections of the community. Representatives include individuals experiencing homelessness, service providers, business community, funders, faith community, and government sector management team members.

The Point-in-Time Count, or PIT Count, is an annual survey of homeless people in Polk County conducted by the Homeless Coalition of Polk County (HCPC) which is the lead agency for the Continuum of Care (CoC) a local or planning organization that receives federal funding and works to coordinate efforts to end homelessness. HCPC relies on groups of volunteers to conduct the count, which often occurs in late January.

For the second year in a row the Polk County Housing and Neighborhood Development Office has allocated five (5) HOME Vouchers to the Homeless Coalition for a Pilot Program to serve homeless families with rental assistance for a year. The program began with support five individuals with children. Each family received counseling for employment, and support for childcare. Each family was assisted in finding an apartment and rent was paid each month. Case management was provided monthly with life skills goals set monthly by the case managers. One client dropped out at the end the year.

When HND publishes a Request for Proposal (RFP) to offer SHIP funding to developers in support of Low-Income Housing Tax Credit applications for multifamily developments in Polk County, we write into the proposal a set-aside of 10 units to be referred to the Homeless Coalition of Polk County. We negotiate with the developer for these units for the affordability period.

Interim Year Data

Interim Year Data

Revenue	
State Annual Distribution	$6,998,839.00
SHIP Disaster Funds	
HHRP Allocation	
Program Income	$743,636.46
Total Revenue:	**$7,742,475.46**

Expenditures/Encumbrances	
Program Funds Expended	$1,386,140.13
Program Funds Encumbered	$5,419,269.61
Total Administration Funds Expended	$145,620.14
Total Administration Funds Encumbered	$591,445.58
Homeownership Counseling	$200,000.00
Total Expenditures/Encumbrances:	**$7,742,475.46**

Set-Asides		Percentage
65% Homeownership Requirement	$5,305,409.74	75.80%
75% Construction / Rehabilitation	$6,805,409.74	97.24%
30% Very Low Income Requirement	$2,506,168.45	32.37%
60% Very Low + Low Income Requirements	$4,894,909.74	63.22%
20% Special Needs Requirement	$1,757,067.21	22.69%

LG Submitted Comments:

Agenda Item R.14. 8/5/2025

SUBJECT

Renewal of Oracle SaaS and IaaS Cloud Services (Cost of Renewal: $1,290,247.36)

DESCRIPTION

The Information Technology Division requests board approval to execute an Ordering Document with Oracle America, Inc. for continued Cloud Services. This includes renewal of existing SaaS [Software as a Service] and IaaS [Infrastructure as a Service] services for a term of 24 months, with an optional 12-month renewal. The agreement supports essential infrastructure and platform services for Polk County's operations. The renewal term begins August 2025, with a renewal option through 2028.

RECOMMENDATION

Recommend Board approves and signs agreement with Oracle America, Inc. for the continuation of cloud services, under the existing Oracle Master Agreement.

FISCAL IMPACT

Total cost for the 24-month renewal term is $1,290,247.36, as detailed in Oracle quote CPQ-3960083 dated July 3, 2025. The agreement also allows for potential expansion services at a pro-rated rate if needed during the term. Funds have been budgeted in Fiscal Year 2025/26 Operating budget and will continue to be so upon Board Approval.

CONTACT INFORMATION

Name: Grant Ewert

Title: Technical Services Manager

Division: Information Technology

Phone: 863-534-7580

E-Mail: grantewert@polk-county.net

REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: Noah Milov

From: Grant Ewert, Drawer No. AS04

Dept: Information Technology Ext. 7500

Date: 07/07/2025

Request (in detail):

Information Technology Division is working with Oracle to renew SaaS and IaaS for Polk County's environments for a 24Month Renewal, with an option to renew for an additional 12-Month Period. Requesting legal review of the attached Ordering Document. This is a companion to item #25-1086 Oracle Cloud Services agreement | CAO 25-301

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:
Assign to: Noah

County Attorney
JUN 07 2025

Date: July

County Attorney Project No.: 25-438
Logged out: 7/15/2025

ORACLE

ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	POLK COUNTY	**Contact**	Grant Ewert
Address	330 W Church St Bartow FL 33830	**Phone Number**	1-863-5347580
		Email Address	grantewert@polk-county.net

Renew Subscription Term: 22-Aug-2025 to 21-Aug-2027

Services Period: 24 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B91057 - Oracle Fusion Supply Chain Execution Cloud Service - Hosted Named User	NORTH AMERICA	75	24 mo	42.00	75,600.00
B91084 - Oracle Fusion Enterprise Resource Planning Cloud Service - Hosted Employee	NORTH AMERICA	2925	24 mo	4.20	294,840.00
B91086 - Oracle Fusion Procurement Cloud Service - Hosted Employee	NORTH AMERICA	2925	24 mo	4.20	294,840.00
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	24 mo	750.00	18,000.00
B86841 - Oracle Fusion Document Recognition Cloud Service - Hosted Employee	NORTH AMERICA	2925	24 mo	0.24	16,848.00
B85800 - Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee	NORTH AMERICA	2925	24 mo	2.16	151,632.00
B87675 - Oracle Fusion Recruiting Cloud Service - Hosted Employee	NORTH AMERICA	2925	24 mo	0.72	50,544.00
B75365 - Oracle Fusion Time and Labor Cloud Service - Hosted Named User	NORTH AMERICA	2850	24 mo	0.43	29,548.80
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	24 mo	750.00	18,000.00
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	24 mo	750.00	18,000.00
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	24 mo	750.00	18,000.00
B85242 - Oracle Fusion Learning Cloud Service - Hosted Named User	NORTH AMERICA	2850	24 mo	0.43	29,548.80
B91066 - Oracle Fusion Talent Management and Workforce Compensation Cloud Service - Hosted Named User	NORTH AMERICA	2850	24 mo	1.30	88,646.40
			Subtotal		1,104,048.00

Expansion at Renewal Term: 21-Aug-2027

Services Period: 24 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B110322 - Oracle Fusion Payroll Cloud Service for United States - Hosted Compensated Individual	NORTH AMERICA	2850	24 mo	1.01	68,947.20
			Subtotal		68,947.20

New Subscription On or After 22-Aug-2025

Services Period: 24 months					
Cloud Services	**Data Center Region**	**Credit Period**	**Credit Quantity**	**Term**	**Total Credit Value**
B88206 - Oracle PaaS and IaaS Universal Credits	Customer Selected	Annual	58626	1.0-24.0 mo	117,252.00
				Subtotal	117,252.00

Fee Description	Net Fee
Cloud Services Fees	1,290,247.20
Net Fees	1,290,247.20
Total Fees	1,290,247.20

A. Terms of Your Order

1. Applicable Agreement:

a. Public Sector Agreement for Cloud Services US-CSA-CPQ-3826803.

2. Cloud Payment Terms:

a. Net 45 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 21-AUG-2025

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at http://www.oracle.com/contracts.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

2. Linking Language - Master Agreement

You acknowledge and agree that the terms and conditions of this document are contingent upon the simultaneous execution of the Oracle Cloud Services Agreement Amendment Three to the US-CSA-CPQ-3826803 between the parties (the "Contingent Document(s)"). If the parties do not simultaneously execute the Contingent Document(s) with this document, then this document shall be deemed to have no legal effect, even if executed.

3. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all Services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

4. Option Periods

For clarification purposes, you shall have an option to renew your subscription for the same services listed in the table above at the same usage limits for One (1) additional 12 Month renewal periods (each an "Option Period") for the fees specified in the table above. Professional Services are not included in the Option Years.

Option Period 1 (commencing the day after the last day of the Services Period specified on this order): $[Total 12 -month annualized Cloud Services fees for the Services Period under this order] x 1.08

You must provide Oracle a minimum of 30 days' notice prior to the expiration of a service term of your intent to exercise an Option Year and execute an order for the new option period prior to the expiration date of the existing services period. The Cloud Services listed above may not be renewed at the Option Year pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this order.

5. Delayed Services Period

Initiation of provisioning for Cloud Services You have ordered under this order shall occur as detailed in the table(s) above and, subject to payment of fees for the Cloud Services, the Services Period for these Cloud Services shall continue for the period specified in the Cloud Services table above, unless earlier terminated in accordance with the Agreement. Upon the date set forth in the previous sentence, Your first payment for Cloud Services will be due in accordance with Section A. At Your discretion You may request that the initiation of provisioning (and therefore the applicable Services Period) commence prior to the date set forth above.

6. Data Center Region Availability

Platform and Data Center Region availability information for Oracle Platform as a Service (PaaS) Cloud Services and for Oracle Infrastructure as a Service (IaaS) Cloud Services is provided on the Oracle Cloud Portal at https://cloud.oracle.com/data-regions..

7. Customer Selected Data Center Region

A Data Center Region refers to the geographic region in which the applicable Services environment is physically located. The Oracle PaaS and IaaS Universal Credit Cloud Services will be provisioned in the Data Center Region You select in the Oracle Cloud Portal for such Services and will remain in such region until the applicable Service are terminated.

8. End of Universal Credits Services Period

At the end of the Services Period of this order, if You decide not to replenish Your Cloud Services Account and You do not wish to have Oracle convert Your Cloud Services Account to Pay as You Go, You may end Your Cloud Services under this order by sending an email to Oracle at: cloudterminations_ww@oracle.com. You are not entitled to a refund for any unused Cloud Services credits that may remain at the end of Your Services Period and You are responsible for all fees due to Oracle for the entire Annual Universal Credit amount that may be owed and unpaid at the end of Your Services Period under this order.

9. Annual Universal Credit Additional Terms

As described in the Oracle PaaS and IaaS Universal Credits Service Descriptions, available at http://www.oracle.com/contracts, Oracle allows You the flexibility to commit the "Annual Universal Credit" to be applied towards the future usage of eligible Oracle IaaS and PaaS Cloud Services specified in the rate card attached to Your order or as seen in the Cloud Portal, provided such Cloud Services are available in production release when ordered, at the fees specified in the rate card. The total Annual Universal Credits acquired under Your order (the "Total Credit Value") and the applicable Services Period for those credits will be as specified in Your order. An Annual Universal Credit amount must be used within its applicable yearly Credit Period during the Services Period and will expire at the end of that yearly Credit Period (typically 12 months or as specified in Your order); any unused amounts are non-refundable. The Total Credit Value will be decremented on a monthly basis reflecting Your actual usage for the prior month at the rates for each activated Oracle IaaS and PaaS Cloud Service as defined in Your order.

Overage

If, at the end of any month during the Services Period, You have exceeded the applicable Annual Universal Credit amount, Oracle will invoice You for the excess usage of the Oracle IaaS and PaaS Cloud Service at the Overage Unit Net Price specified in the rate card of Your order or as seen in the Cloud Portal.

a. You must provide additional funding for Your usage, or You must cease to use the applicable Cloud Services.

b. You will be invoiced directly for the additional fees applicable to such excess usage, monthly in arrears.

c. Such invoice shall not require a separate ordering document, and Your use of such excess usage will be pursuant to the terms and conditions of this order and the Agreement.

Additional Services

If Oracle adds additional service offerings to the list of eligible Oracle IaaS and PaaS Cloud Services within Your Cloud Services Account during the Services Period, You may activate and use those service offerings and the discount will be applied based on the Cloud Service category discount specified in the rate card attached to Your order or as seen in the Cloud Portal. The development, release, and timing of any future features, functionality or service offerings remains at the sole discretion of Oracle Corporation.

Replenishment of Account at End of Services Period

At the end of Your Services Period, Oracle will convert Your Cloud Services Account to Pay as You Go unless You replenish Your Annual Universal Credit amount. Upon replenishment of Your Cloud Services Account, Oracle will no longer charge You at the Pay as You Go rate and You will receive the Cloud Services category discounts specified in the rate card attached to Your order (via a New Order (as defined below) or a modification to your existing order) or as seen in the Cloud Portal.

New Order

When placing an order for additional Oracle PaaS and IaaS Universal Credits (the "New Order") to increase the Credit Quantity of an existing order, unless stated otherwise in the New Order, the most recent rate card included in the New Order will supersede the rate card of the existing order. As such, You may be entitled to a higher Cloud Service Category Discount (as specified in the Rate Card Pricing Table in the New Order) for the remainder of the Services Period of the existing order and the New Order.

Roving Edge Parts. Roving Edge Infrastructure parts are limited-availability parts. This order is not eligible for any Roving Edge Infrastructure products or services, even if a Roving Edge part number is specified in the Rate Card of this order or seen in the Cloud Portal.

Rate Card Pricing for IaaS/PaaS Public Cloud Services

B88206 - Oracle PaaS and IaaS Universal Credits

Cloud Service Category Discounts

Cloud Service Category	Discount %
Roving Edge Services	0
Management Cloud Service	0
Big Data Cloud Service	0
Application Development Cloud Service	0
Content Management Cloud Service	0
Analytics Cloud Service	0
Storage Cloud Service	0
Security and Identity Management Cloud Service	0
Enterprise Integration Cloud Service	0
Data Integration Cloud Service	0
Network Cloud Service	0
Compute Cloud Service	0
Data Management Cloud Service	0
Oracle GPU Cloud Services	0
Not Discount Eligible	0

Usage Item Description	Metric	Overage Net Unit Price
Roving Edge Services		
B109492 - Roving Edge Device-RED.2 Compute	Resource Possession Per Day	80.0
B109493 - Roving Edge Device-RED.2 GPU	Resource Possession Per Day	100.0
B109494 - Roving Edge Device-RED.2.STG Storage	Resource Possession Per Day	95.0
B109496 - Roving Edge Device-RED.2 Ruggedized Case	Resource Possession Per Day	10.0
B92615 - Roving Edge Device-Compute Optimized-Ruggedized	Resource Possession Per Day	160.0
B93039 - Roving Edge Device-Compute Optimized-Standard	Resource Possession Per Day	160.0
B95228 - Roving Edge Ultra	Resource Possession Per Day	45.0
Management Cloud Service		
B108764 - Oracle Cloud Infrastructure-Vulnerability Detection and Patching-External Databases	Host CPU Core Per Hour	0.05
B108765 - Oracle Cloud Infrastructure-Vulnerability Detection and Patching-External Databases BYOL	Host CPU Core Per Hour	0.025
B108773 - Oracle Cloud Infrastructure-SQL Performance Watch External DB	Host CPU Core Per Month	40.0
B109358 - Oracle Cloud Infrastructure-MySQL Database-Oracle Ops Insights for MySQL HeatWave	OCPU Per Hour	0.015
B109359 - Oracle Cloud Infrastructure-MySQL Database-Oracle Ops Insights for MySQL HeatWave	ECPU Per Hour	0.0075
B110475 - Oracle-Cloud Infrastructure-Fleet Application Management Service	1 Managed Resource Per Month 0 - 25	0.0
	1 Managed Resource Per Month 25 - 999999999999999	2.604
B110625 - Oracle Cloud Infrastructure-MySQL Database-Database Management for MySQL HeatWave	ECPU Per Hour	0.0075
B110986 - Oracle Cloud Infrastructure Application Performance Monitoring Service-Stack Monitoring-Enterprise Edition for GPU Infrastructure	GPU Monitoring Unit Per Hour	0.07
B111087 - Oracle Cloud Infrastructure Ops Insights for Warehouse-Instance	ECPU Per Hour	0.2688
B92809 - Oracle Cloud Infrastructure Logging Analytics-Archival Storage	Logging Analytics Storage Unit Per Hour	0.02
B92888 - Oracle Cloud Infrastructure Ops Insights for Oracle Autonomous Databases-Basic	OCPU Per Hour	0.0
B92889 - Oracle Cloud Infrastructure Ops Insights for Oracle Cloud Databases	OCPU Per Hour	0.015

Usage Item Description	Metric	Overage Net Unit Price
B92890 - Oracle Cloud Infrastructure Ops Insights for External Oracle Databases and Host	Host CPU Core Per Hour	0.015
B92940 - Oracle Cloud Infrastructure Application Performance Monitoring Service-Tracing Data-Free	1,000 Events Per Hour	0.0
B92941 - Oracle Cloud Infrastructure Application Performance Monitoring Service-Tracing Data	100,000 Events Per Hour	0.65
B92942 - Oracle Cloud Infrastructure Application Performance Monitoring Service-Synthetic Usage	10 Monitor Runs Per Hour	0.02
B93082 - Oracle Cloud Infrastructure-Database Management-External DB BYOL	Host CPU Core Per Hour	0.025
B93083 - Oracle Cloud Infrastructure-Database Management-External DB	Host CPU Core Per Hour	0.05
B93426 - Oracle Cloud Infrastructure-Database Management-Cloud Databases	OCPU Per Hour	0.05
B93705 - Oracle Cloud Infrastructure Ops Insights for Warehouse-Extract	Gigabyte Per Month	2.0
B93706 - Oracle Cloud Infrastructure Ops Insights for Warehouse-Instance	OCPU Per Hour	0.5377
B95634 - Oracle Cloud Infrastructure Logging Analytics-Active Storage	Logging Analytics Storage Unit Per Month 0 - 35	372.0
	Logging Analytics Storage Unit Per Month 35 - 103	260.4
	Logging Analytics Storage Unit Per Month 103 - 999999999999999	223.2
B96199 - Oracle Cloud Infrastructure Ops Insights for Oracle Autonomous Databases-Basic	ECPU Per Hour	0.0
B96200 - Oracle Cloud Infrastructure Database Management for Oracle Cloud Databases	ECPU Per Hour	0.025
B96629 - Oracle Cloud Infrastructure-Application Performance Monitoring Service-Synthetic Usage-Free	10 Monitor Runs Per Hour	0.0
B97140 - Oracle Cloud Infrastructure Ops Insights for Oracle Cloud Databases	ECPU Per Hour	0.0075
B99259 - Oracle Cloud Infrastructure-Application Performance Monitoring Service-Stack Monitoring-Enterprise Edition	10 Monitored Resources Per Hour	0.38
Big Data Cloud Service		
B108080 - Oracle Cloud Infrastructure Generative AI-Large Meta	10,000 Transactions	0.0018
B108085 - Oracle Cloud Infrastructure Generative AI-Large Meta-Dedicated	AI Unit Per Hour	12.0
B108711 - Oracle Cloud Infrastructure-Language-Dedicated Inferencing-Healthcare	Inferencing Unit Hour	20.0
B110461 - Oracle Cloud Infrastructure Generative AI Agents	10,000 Transactions	0.003
B110462 - Oracle Cloud Infrastructure Generative AI Agents-Knowledge Base Storage	Gigabyte Storage Per Hour	0.0084
B110463 - Oracle Cloud Infrastructure Generative AI Agents-Data Ingestion	10,000 Transactions	0.0003
B110517 - Oracle Cloud Infrastructure Generative AI-Meta Llama 3.1 405B	10,000 transactions	0.0267
B110617 - Oracle Cloud Infrastructure-Vision-Stored Video Analysis	Processed Video Minute 0 - 1000	0.0
	Processed Video Minute 1000 - 999999999999999	0.1
B110679 - Oracle Cloud Infrastructure Generative AI-Meta Llama 3.2 90B Vision	10,000 Transactions	0.005
B111035 - Oracle Cloud Infrastructure Generative AI-Meta Llama 4 Scout	10,000 Transactions	0.0018
B111036 - Oracle Cloud Infrastructure Generative AI-Meta Llama 4 Maverick	10,000 Transactions	0.0018
B93423 - Oracle Cloud AI Services-Language-Pre-trained Inferencing	1,000 Transactions 0 - 5	0.0
	1,000 Transactions 5 - 999999999999999	0.25
B93555 - Oracle Big Data Service	OCPU Per Hour	0.015
B94896 - Oracle Cloud Infrastructure-Speech	Transcription Hour 0 - 5	0.0

Usage Item Description	Metric	Overage Net Unit Price
	Transcription Hour 5 - 999999999999999	0.35
B94973 - Oracle Cloud Infrastructure-Vision-Image Analysis	1,000 Transactions 0 - 5	0.0
	1,000 Transactions 5 - 999999999999999	0.25
B94974 - Oracle Cloud Infrastructure-Vision-OCR	1,000 Transactions 0 - 5	0.0
	1,000 Transactions 5 - 999999999999999	1.0
B94977 - Oracle Cloud Infrastructure-Vision-Custom Training	Training Hour 0 - 15	0.0
	Training Hour 15 - 999999999999999	1.5
B95917 - Oracle Cloud Infrastructure-Language-Custom Inferencing	1000 Transactions	3.5
B95918 - Oracle Cloud Infrastructure-Language-Custom Inferencing-Dedicated	Inferencing Unit Hour 0 - 15	0.0
	Inferencing Unit Hour 15 - 999999999999999	1.5
B95919 - Oracle Cloud Infrastructure-Language-Custom Training	Training Hour 0 - 15	0.0
	Training Hour 15 - 999999999999999	1.5
B95920 - Oracle Cloud Infrastructure-Language-Text Translation	1000 Transactions 0 - 1	0.0
	1000 Transactions 1 - 999999999999999	10.0
B96110 - Oracle Cloud Infrastructure-Document Understanding-OCR	1,000 Transactions 0 - 5	0.0
	1,000 Transactions 5 - 999999999999999	1.0
B96111 - Oracle Cloud Infrastructure-Document Understanding-Document Properties	1,000 Transactions 0 - 5	0.0
	1,000 Transactions 5 - 999999999999999	0.25
B96112 - Oracle Cloud Infrastructure-Document Understanding-Document Extraction	1,000 Transactions 0 - 5	0.0
	1,000 Transactions 5 - 999999999999999	10.0
B96113 - Oracle Cloud Infrastructure-Document Understanding-Custom Training	Training Hour 0 - 15	0.0
	Training Hour 15 - 999999999999999	1.5
B97193 - Oracle Cloud Infrastructure-Document Understanding-Custom Document Properties	1,000 Transactions 0 - 5	0.0
	1,000 Transactions 5 - 999999999999999	1.5
B97194 - Oracle Cloud Infrastructure-Document Understanding-Custom Document Extraction	1,000 Transactions 0 - 5	0.0
	1,000 Transactions 5 - 999999999999999	30.0
Application Development Cloud Service		
B108130 - Oracle Backend for Spring Boot and Microservices-Standard Edition-Marketplace	Each	0.0
B109545 - Oracle Blockchain Platform Enterprise Edition for Oracle Cloud Infrastructure	OCPU Per Hour	0.4301
B109565 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Digital Assets	OCPU Per Hour	1.0161
B89646 - Oracle Visual Builder	OCPU Per Hour	1.2365
B90203 - Oracle Visual Builder Studio-Additional Storage	Gigabyte Storage Capacity Per Month	1.6
B90260 - Oracle Digital Assistant Cloud Service	Request	0.0232
B90304 - Oracle Mobile Hub Cloud Service	Request	0.0028
B91346 - Oracle WebLogic Server Enterprise Edition for Oracle Cloud Infrastructure	OCPU Per Hour	0.2581
B91347 - Oracle WebLogic Suite for Oracle Cloud Infrastructure	OCPU Per Hour	0.4646
B92302 - Oracle Cloud Infrastructure-Blockchain Platform Cloud	OCPU Per Hour	0.215

Usage Item Description	Metric	Overage Net Unit Price
Service-Standard		
B92303 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Enterprise	OCPU Per Hour	0.4301
B92304 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Storage	Terabyte Storage Capacity Per Month	70.4
B92305 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Enterprise-BYOL	OCPU Per Hour	0.3226
B92913 - Oracle WebLogic Server Enterprise Edition for Oracle Cloud Infrastructure Container Engine for Kubernetes	OCPU Per Hour	0.2581
B92914 - Oracle WebLogic Server Suite for Oracle Cloud Infrastructure Container Engine for Kubernetes	OCPU Per Hour	0.4646
B96582 - Oracle Tuxedo for Oracle Cloud Infrastructure	OCPU Per Hour	0.5433
B96583 - Oracle Tuxedo Enterprise Edition for Oracle Cloud Infrastructure	OCPU Per Hour	0.8149
B96584 - Oracle Tuxedo Mainframe Modernization Runtimes for Oracle Cloud Infrastructure	OCPU Per Hour	1.0866
Content Management Cloud Service		
B108776 - WebCenter Imaging For Oracle Cloud Infrastructure	OCPU Per Hour	0.6394
B108777 - WebCenter Enterprise Capture For Oracle Cloud Infrastructure	OCPU Per Hour	0.417
B108778 - WebCenter Enterprise Capture Standard Edition For Oracle Cloud Infrastructure	OCPU Per Hour	0.2085
B108779 - WebCenter Sites For Oracle Cloud Infrastructure	OCPU Per Hour	0.695
B108780 - WebCenter Sites Satellite Server For Oracle Cloud Infrastructure	OCPU Per Hour	0.1738
B108781 - WebCenter Portal For Oracle Cloud Infrastructure	OCPU Per Hour	0.8688
B108782 - WebCenter Forms Recognition For Oracle Cloud Infrastructure	OCPU Per Hour	0.695
B108783 - WebCenter Content For Oracle Cloud Infrastructure	OCPU Per Hour	1.1989
B108784 - WebCenter Universal Content Management For Oracle Cloud Infrastructure	OCPU Per Hour	0.7993
B95279 - Media Services-Media Flow-Standard-H264-SD-Below 30fps	Minute of Output Media Content	0.001
B95280 - Media Services-Media Flow-Standard-H264-SD-Above 30fps and Below 60fps	Minute of Output Media Content	0.002
B95281 - Media Services-Media Flow-Standard-H264-SD-Above 60fps and Below 120fps	Minute of Output Media Content	0.003
B95282 - Media Services-Media Flow-Standard-H264-HD-Below 30fps	Minute of Output Media Content	0.003
B95283 - Media Services-Media Flow-Standard-H264-HD-Above 30fps and Below 60fps	Minute of Output Media Content	0.004
B95284 - Media Services-Media Flow-Standard-H264-HD-Above 60fps and Below 120fps	Minute of Output Media Content	0.01
B95285 - Media Services-Media Flow-Standard-H264-4k-Below 30fps	Minute of Output Media Content	0.015
B95286 - Media Services-Media Flow-Standard-H264-4k-Above 30fps and Below 60fps	Minute of Output Media Content	0.018
B95287 - Media Services-Media Flow-Standard-H264-4k-Above 60fps and Below 120fps	Minute of Output Media Content	0.036
B95288 - Media Services-Media Flow-Standard-VP8-SD-Below 30fps	Minute of Output Media Content	0.003
B95289 - Media Services-Media Flow-Standard-VP8-SD-Above 30fps and Below 60fps	Minute of Output Media Content	0.004
B95290 - Media Services-Media Flow-Standard-VP8-SD-Above 60fps and Below 120fps	Minute of Output Media Content	0.007
B95291 - Media Services-Media Flow-Standard-VP8-HD-Below 30fps	Minute of Output Media Content	0.008
B95292 - Media Services-Media Flow-Standard-VP8-HD-Above 30fps and Below 60fps	Minute of Output Media Content	0.01
B95293 - Media Services-Media Flow-Standard-VP8-HD-Above 60fps and Below 120fps	Minute of Output Media Content	0.015
B95294 - Media Services-Media Flow-Standard-VP8-4k-Below 30fps	Minute of Output Media Content	0.036
B95295 - Media Services-Media Flow-Standard-VP8-4k-Above 30fps and Below 60fps	Minute of Output Media Content	0.04

Usage Item Description	Metric	Overage Net Unit Price
B95296 - Media Services-Media Flow-Standard-VP8-4k-Above 60fps and Below 120fps	Minute of Output Media Content	0.05
B95297 - Media Services-Media Flow-Standard-H265VP9-SD-Below 30fps	Minute of Output Media Content	0.005
B95298 - Media Services-Media Flow-Standard-H265VP9-SD-Above 30fps and Below 60fps	Minute of Output Media Content	0.007
B95299 - Media Services-Media Flow-Standard-H265VP9-SD-Above 60fps and Below 120fps	Minute of Output Media Content	0.012
B95300 - Media Services-Media Flow-Standard-H265VP9-HD-Below 30fps	Minute of Output Media Content	0.01
B95301 - Media Services-Media Flow-Standard-H265VP9-HD-Above 30fps and Below 60fps	Minute of Output Media Content	0.02
B95302 - Media Services-Media Flow-Standard-H265VP9-HD-Above 60fps and Below 120fps	Minute of Output Media Content	0.03
B95303 - Media Services-Media Flow-Standard-H265VP9-4k-Below 30fps	Minute of Output Media Content	0.026
B95304 - Media Services-Media Flow-Standard-H265VP9-4k-Above 30fps and Below 60fps	Minute of Output Media Content	0.05
B95305 - Media Services-Media Flow-Standard-H265VP9-4k-Above 60fps and Below 120fps	Minute of Output Media Content	0.063
B95306 - Media Services-Media Flow-Speed-H264-SD-Below 30fps	Minute of Output Media Content	0.002
B95307 - Media Services-Media Flow-Speed-H264-SD-Above 30fps and Below 60fps	Minute of Output Media Content	0.003
B95308 - Media Services-Media Flow-Speed-H264-SD-Above 60fps and Below 120fps	Minute of Output Media Content	0.004
B95309 - Media Services-Media Flow-Speed-H264-HD-Below 30fps	Minute of Output Media Content	0.004
B95310 - Media Services-Media Flow-Speed-H264-HD-Above 30fps and Below 60fps	Minute of Output Media Content	0.005
B95311 - Media Services-Media Flow-Speed-H264-HD-Above 60fps and Below 120fps	Minute of Output Media Content	0.012
B95312 - Media Services-Media Flow-Speed-H264-4k-Below 30fps	Minute of Output Media Content	0.018
B95313 - Media Services-Media Flow-Speed-H264-4k-Above 30fps and Below 60fps	Minute of Output Media Content	0.02
B95314 - Media Services-Media Flow-Speed-H264-4k-Above 60fps and Below 120fps	Minute of Output Media Content	0.04
B95315 - Media Services-Media Flow-Speed-VP8-SD-Below 30fps	Minute of Output Media Content	0.005
B95316 - Media Services-Media Flow-Speed-VP8-SD-Above 30fps and Below 60fps	Minute of Output Media Content	0.006
B95317 - Media Services-Media Flow-Speed-VP8-SD-Above 60fps and Below 120fps	Minute of Output Media Content	0.008
B95318 - Media Services-Media Flow-Speed-VP8-HD-Below 30fps	Minute of Output Media Content	0.012
B95319 - Media Services-Media Flow-Speed-VP8-HD-Above 30fps and Below 60fps	Minute of Output Media Content	0.015
B95320 - Media Services-Media Flow-Speed-VP8-HD-Above 60fps and Below 120fps	Minute of Output Media Content	0.018
B95321 - Media Services-Media Flow-Speed-VP8-4k-Below 30fps	Minute of Output Media Content	0.048
B95322 - Media Services-Media Flow-Speed-VP8-4k-Above 30fps and Below 60fps	Minute of Output Media Content	0.05
B95323 - Media Services-Media Flow-Speed-VP8-4k-Above 60fps and Below 120fps	Minute of Output Media Content	0.06
B95324 - Media Services-Media Flow-Speed-H265VP9-SD-Below 30fps	Minute of Output Media Content	0.006
B95325 - Media Services-Media Flow-Speed-H265VP9-SD-Above 30fps and Below 60fps	Minute of Output Media Content	0.008
B95326 - Media Services-Media Flow-Speed-H265VP9-SD-Above 60fps and Below 120fps	Minute of Output Media Content	0.015
B95327 - Media Services-Media Flow-Speed-H265VP9-HD-Below 30fps	Minute of Output Media Content	0.012
B95328 - Media Services-Media Flow-Speed-H265VP9-HD-Above 30fps and Below 60fps	Minute of Output Media Content	0.025

Usage Item Description	Metric	Overage Net Unit Price
B95329 - Media Services-Media Flow-Speed-H265VP9-HD-Above 60fps and Below 120fps	Minute of Output Media Content	0.036
B95330 - Media Services-Media Flow-Speed-H265VP9-4k-Below 30fps	Minute of Output Media Content	0.05
B95331 - Media Services-Media Flow-Speed-H265VP9-4k-Above 30fps and Below 60fps	Minute of Output Media Content	0.06
B95332 - Media Services-Media Flow-Speed-H265VP9-4k-Above 60fps and Below 120fps	Minute of Output Media Content	0.075
B95333 - Media Services-Media Flow-Quality-H264-SD-Below 30fps	Minute of Output Media Content	0.003
B95334 - Media Services-Media Flow-Quality-H264-SD-Above 30fps and Below 60fps	Minute of Output Media Content	0.004
B95335 - Media Services-Media Flow-Quality-H264-SD-Above 60fps and Below 120fps	Minute of Output Media Content	0.005
B95336 - Media Services-Media Flow-Quality-H264-HD-Below 30fps	Minute of Output Media Content	0.005
B95337 - Media Services-Media Flow-Quality-H264-HD-Above 30fps and Below 60fps	Minute of Output Media Content	0.006
B95338 - Media Services-Media Flow-Quality-H264-HD-Above 60fps and Below 120fps	Minute of Output Media Content	0.015
B95339 - Media Services-Media Flow-Quality-H264-4k-Below 30fps	Minute of Output Media Content	0.024
B95340 - Media Services-Media Flow-Quality-H264-4k-Above 30fps and Below 60fps	Minute of Output Media Content	0.03
B95341 - Media Services-Media Flow-Quality-H264-4k-Above 60fps and Below 120fps	Minute of Output Media Content	0.05
B95342 - Media Services-Media Flow-Quality-VP8-SD-Below 30fps	Minute of Output Media Content	0.006
B95343 - Media Services-Media Flow-Quality-VP8-SD-Above 30fps and Below 60fps	Minute of Output Media Content	0.008
B95344 - Media Services-Media Flow-Quality-VP8-SD-Above 60fps and Below 120fps	Minute of Output Media Content	0.01
B95345 - Media Services-Media Flow-Quality-VP8-HD-Below 30fps	Minute of Output Media Content	0.015
B95346 - Media Services-Media Flow-Quality-VP8-HD-Above 30fps and Below 60fps	Minute of Output Media Content	0.018
B95347 - Media Services-Media Flow-Quality-VP8-HD-Above 60fps and Below 120fps	Minute of Output Media Content	0.02
B95348 - Media Services-Media Flow-Quality-VP8-4k-Below 30fps	Minute of Output Media Content	0.054
B95349 - Media Services-Media Flow-Quality-VP8-4k-Above 30fps and Below 60fps	Minute of Output Media Content	0.06
B95350 - Media Services-Media Flow-Quality-VP8-4k-Above 60fps and Below 120fps	Minute of Output Media Content	0.07
B95351 - Media Services-Media Flow-Quality-H265VP9-SD-Below 30fps	Minute of Output Media Content	0.03
B95352 - Media Services-Media Flow-Quality-H265VP9-SD-Above 30fps and Below 60fps	Minute of Output Media Content	0.045
B95353 - Media Services-Media Flow-Quality-H265VP9-SD-Above 60fps and Below 120fps	Minute of Output Media Content	0.06
B95354 - Media Services-Media Flow-Quality-H265VP9-HD-Below 30fps	Minute of Output Media Content	0.06
B95355 - Media Services-Media Flow-Quality-H265VP9-HD-Above 30fps and Below 60fps	Minute of Output Media Content	0.09
B95356 - Media Services-Media Flow-Quality-H265VP9-HD-Above 60fps and Below 120fps	Minute of Output Media Content	0.12
B95357 - Media Services-Media Flow-Quality-H265VP9-4k-Below 30fps	Minute of Output Media Content	0.12
B95358 - Media Services-Media Flow-Quality-H265VP9-4k-Above 30fps and Below 60fps	Minute of Output Media Content	0.18
B95359 - Media Services-Media Flow-Quality-H265VP9-4k-Above 60fps and Below 120fps	Minute of Output Media Content	0.24
B95375 - Media Services-Media Streams	GB of Packaged Content	0.05
Analytics Cloud Service		
B89630 - Oracle Analytics Cloud-Professional	OCPU Per Hour	1.0753

Usage Item Description	Metric	Overage Net Unit Price
B89631 - Oracle Analytics Cloud-Enterprise	OCPU Per Hour	2.1506
B89636 - Oracle Analytics Cloud-Professional-BYOL	OCPU Per Hour	0.3226
B89637 - Oracle Analytics Cloud-Enterprise-BYOL	OCPU Per Hour	0.3226
B92335 - Essbase for Oracle Cloud Infrastructure	OCPU Per Hour	1.3129
B92682 - Oracle Analytics-Professional	User Per Month	16.0
B92683 - Oracle Analytics-Enterprise	User Per Month	80.0
B94568 - Oracle Analytics Server for Oracle Cloud Infrastructure	OCPU Per Hour	1.75
Storage Cloud Service		
B109546 - Oracle Cloud Infrastructure File Storage Service-High Performance Mount Target	Performance Units Per Gigabyte Per Month	0.3
B111091 - Oracle Cloud Infrastructure File Storage with Lustre Service-Storage	Gigabyte Storage Capacity Per Month	0.086
B111092 - Oracle Cloud Infrastructure File Storage with Lustre Service-Performance	Performance Units Per Gigabyte Per Month	0.0005
B89057 - Oracle Cloud Infrastructure-File Storage	Gigabyte Storage Capacity per Month	0.3
B90938 - Oracle Cloud Infrastructure-Streaming-PUT or GET	Gigabytes of Data Transferred	0.025
B90939 - Oracle Cloud Infrastructure-Streaming-Storage	Gigabyte Per Hour	0.0002
B91445 - Oracle Cloud Infrastructure-Block Volume-Free	Gigabyte Storage Capacity per Month	0.0
B91627 - Oracle Cloud Infrastructure-Object Storage-Requests	10,000 Requests per Month 0 - 5	0.0
	10,000 Requests per Month 5 - 999999999	0.0034
B91628 - Oracle Cloud Infrastructure-Object Storage-Storage	Gigabyte Storage Capacity per Month 0 - 10	0.0
	Gigabyte Storage Capacity per Month 10 - 999999999	0.0255
B91633 - Oracle Cloud Infrastructure-Archive Storage-Free	Gigabyte Storage Capacity per Month 0 - 10	0.0
	Gigabyte Storage Capacity per Month 10 - 999999999	0.0026
B91961 - Oracle Cloud Infrastructure-Block Volume Storage	Gigabyte Storage Capacity Per Month	0.0255
B91962 - Oracle Cloud Infrastructure-Block Volume Performance	Performance Units Per Gigabyte Per Month	0.0017
B93000 - Oracle Cloud Infrastructure-Infrequent Access Storage-Storage	Gigabyte Storage Capacity Per Month 0 - 10	0.0
	Gigabyte Storage Capacity Per Month 10 - 999999999999999	0.01
B93001 - Oracle Cloud Infrastructure-Data Retrieval-Storage	Gigabyte Storage Retrieved Per Month 0 - 10	0.0
	Gigabyte Storage Retrieved Per Month 10 - 999999999999999	0.01
B95410 - Oracle ZFS Storage-High Availability	Instance Per Hour	1.85
Security and Identity Management Cloud Service		
B108188 - Oracle Cloud Infrastructure Cloud Guard Workload Protection Standard	Node Per Hour	0.0069
B108189 - Oracle Cloud Infrastructure Cloud Guard Workload Protection Limited	Node Per Hour	0.0
B108190 - Oracle Cloud Guard Instance Security Adhoc Queries Enterprise	Request 0 - 950000	0.0
	Request 950000 - 999999999999999	0.001
B90328 - Oracle Cloud Infrastructure-Key Management-Private Vault	Virtual Private Vault Per Hour	3.724
B90555 - Oracle Identity Cloud Service-Enterprise User	User Per Month	3.2
B90556 - Oracle Identity Cloud Service-Consumer User	User Per Month	0.016
B90557 - Oracle Identity Cloud Service-Enterprise User-BYOL	User Per Month	0.8
B90558 - Oracle Identity Cloud Service-Consumer User-BYOL	User Per Month	0.004
B90936 - Oracle Identity Foundation Cloud Service	Each	0.0
B92092 - Oracle Cloud Infrastructure-KMS Vault-Key Versions	Key Version per Month 0 - 20	0.0
	Key Version per Month 20 - 999999999	0.5334

Usage Item Description	Metric	Overage Net Unit Price
B93493 - Oracle Cloud Infrastructure Identity and Access Management-External User	User Per Month	0.016
B93494 - Oracle Cloud Infrastructure Identity and Access Management-Oracle Apps Premium	User Per Month	0.25
B93495 - Oracle Cloud Infrastructure Identity and Access Management-Premium	User Per Month	3.2
B93496 - Oracle Cloud Infrastructure Identity and Access Management-SMS	1 SMS Message Sent 0 - 1000	0.0
	1 SMS Message Sent 1000 - 999999999999999	0.03
B93497 - Oracle Cloud Infrastructure Identity and Access Management-Token	Token 0 - 10000	0.0
	Token 10000 - 999999999999999	0.004
B93498 - Oracle Cloud Infrastructure Identity and Access Management-Replication	User Per Month	0.004
B94173 - Oracle Threat Intelligence Service	API Calls	0.0
B94277 - Oracle Cloud Infrastructure-Web Application Firewall-Requests	1,000,000 Incoming Requests Per Month 0 - 10	0.0
	1,000,000 Incoming Requests Per Month 10 - 999999999999999	0.6
B94579 - Oracle Cloud Infrastructure-Web Application Firewall-Instance	Instance Per Month 0 - 1	0.0
	Instance Per Month 1 - 999999999999999	5.0
B97172 - Oracle Access Governance for Oracle Cloud Infrastructure-Workforce User	Workforce User Per Month 0 - 100000	0.1
	Workforce User Per Month 100000 - 999999999999999	0.005
B97173 - Oracle Access Governance for Oracle Workloads-Workforce User	Workforce User Per Month 0 - 10000	2.0
	Workforce User Per Month 10000 - 30000	0.75
	Workforce User Per Month 30000 - 999999999999999	0.1
B97179 - Oracle Access Governance Premium-Consumer User	Consumer User Per Month	0.016
B97180 - Oracle Access Governance for Oracle Workloads-Consumer User	Consumer User Per Month	0.016
B97181 - Oracle Access Governance Premium-Workforce User	Workforce User Per Month 0 - 10000	3.0
	Workforce User Per Month 10000 - 30000	1.13
	Workforce User Per Month 30000 - 999999999999999	0.15
B98100 - Oracle Cloud Infrastructure-External Key Management	Key Version Per Month	3.0
B99597 - Oracle Cloud Infrastructure-Dedicated Key Management-(Minimum 3 HSM Partitions)	HSM Partition Per Hour	1.75
Enterprise Integration Cloud Service		
B109559 - Oracle Integration Cloud Service-Healthcare	5,000 Messages Per Hour	1.9355
B89639 - Oracle Integration Cloud Service-Standard	5K Messages Per Hour	0.6452
B89640 - Oracle Integration Cloud Service-Enterprise	5K Messages Per Hour	1.2903
B89643 - Oracle Integration Cloud Service-Standard-BYOL	20K Messages Per Hour	0.3226
B89644 - Oracle Integration Cloud Service-Enterprise-BYOL	20K Messages Per Hour	0.3226
B92450 - Oracle SOA Suite for Oracle Cloud Infrastructure	OCPU Per Hour	0.7231
B92451 - Oracle SOA Suite for Oracle Cloud Infrastructure-with B2B Adapter for EDI	OCPU Per Hour	1.2071
Data Integration Cloud Service		
B110500 - Oracle Cloud Infrastructure Streaming With Apache Kafka	OCPU Per Hour	0.1
B88299 - Oracle Data Integrator Cloud Service	OCPU Per Hour	0.7742
B88406 - Oracle Data Integrator Cloud Service-BYOL	OCPU Per Hour	0.1935
B92598 - Oracle Cloud Infrastructure-Data Integration-Workspace	Workspace Usage per Hour	0.16
B92599 - Oracle Cloud Infrastructure-Data Integration	Gigabyte of Data Processed per	0.04

Usage Item Description	Metric	Overage Net Unit Price
	Hour	
B92695 - Oracle Stream Analytics for Oracle Cloud Infrastructure	OCPU Per Hour	0.9498
B92992 - Oracle Cloud Infrastructure-GoldenGate	OCPU Per Hour	1.3441
B92993 - Oracle Cloud Infrastructure-GoldenGate-BYOL	OCPU Per Hour	0.3226
B93306 - Oracle Cloud Infrastructure-Data Integration-Pipeline Operator Execution	Execution Hour 0 - 30	0.0
	Execution Hour 30 - 999999999999999	0.3
Network Cloud Service		
B107975 - Oracle Cloud Infrastructure-FastConnect 400 Gbps	Port Hour	20.0
B88325 - Oracle Cloud Infrastructure-FastConnect 1 Gbps	Port Hour	0.2125
B88326 - Oracle Cloud Infrastructure-FastConnect 10 Gbps	Port Hour	1.275
B88327 - Oracle Cloud Infrastructure-Outbound Data Transfer-Originating in North America, Europe, and UK	Gigabyte Outbound Data Transfer Per Month 0 - 10240	0.0
	Gigabyte Outbound Data Transfer Per Month 10240 - 999999999999999	0.0085
B88523 - Oracle Cloud Infrastructure-Email Delivery	1,000 Emails Sent 0 - 3	0.0
	1,000 Emails Sent 3 - 999999999999999	0.085
B88525 - Oracle Cloud Infrastructure-DNS	1,000,000 Queries	0.85
B90323 - Oracle Cloud Infrastructure-Health Checks-Basic	Endpoints Per Month	0.3
B90325 - Oracle Cloud Infrastructure-Health Checks-Premium	Endpoints Per Month	1.3
B90327 - Oracle Cloud Infrastructure-DNS Traffic Management	1,000,000 DNS Traffic Management Queries	4.0
B90925 - Oracle Cloud Infrastructure-Monitoring-Ingestion	Million Datapoints 0 - 500	0.0
	Million Datapoints 500 - 999999999	0.0025
B90926 - Oracle Cloud Infrastructure-Monitoring-Retrieval	Million Datapoints 0 - 1000	0.0
	Million Datapoints 1000 - 999999999	0.0015
B90940 - Oracle Cloud Infrastructure-Notifications-HTTPS Delivery	Million Delivery Operations 0 - 1	0.0
	Million Delivery Operations 1 - 999999999	0.6
B90941 - Oracle Cloud Infrastructure-Notifications-Email Delivery	1,000 Emails Sent 0 - 1	0.0
	1,000 Emails Sent 1 - 999999999	0.02
B92593 - Oracle Cloud Infrastructure-Logging-Storage	Gigabyte Log Storage Per Month 0 - 10	0.0
	Gigabyte Log Storage Per Month 10 - 999999999	0.05
B93004 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 1	1 SMS Message Sent 0 - 100	0.0
	1 SMS Message Sent 100 - 999999999999999	0.015
B93005 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 2	1 SMS Message Sent 0 - 100	0.0
	1 SMS Message Sent 100 - 999999999999999	0.045
B93006 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 3	1 SMS Message Sent 0 - 100	0.0
	1 SMS Message Sent 100 - 999999999999999	0.086
B93007 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 4	1 SMS Message Sent 0 - 100	0.0
	1 SMS Message Sent 100 - 999999999999999	0.12
B93008 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 5	1 SMS Message Sent 0 - 100	0.0
	1 SMS Message Sent 100 - 999999999999999	0.24
B93030 - Oracle Cloud Infrastructure-Load Balancer Base	Load Balancer Hour 0 - 744	0.0

Usage Item Description	Metric	Overage Net Unit Price
	Load Balancer Hour 744 - 999999999	0.0113
B93031 - Oracle Cloud Infrastructure-Load Balancer Bandwidth	Mbps Per Hour 0 - 7440	0.0
	Mbps Per Hour 7440 - 999999999	0.0001
B93126 - Oracle Cloud Infrastructure-FastConnect 100Gbps	Port Hour	10.75
B93455 - Oracle Cloud Infrastructure-Outbound Data Transfer-Originating in APAC, Japan, and South America	Gigabyte Outbound Data Transfer Per Month 0 - 10240	0.0
	Gigabyte Outbound Data Transfer Per Month 10240 - 999999999999999	0.025
B93456 - Oracle Cloud Infrastructure-Outbound Data Transfer-Originating in Middle East and Africa	Gigabyte Outbound Data Transfer Per Month 0 - 10240	0.0
	Gigabyte Outbound Data Transfer Per Month 10240 - 999999999999999	0.05
B95697 - Oracle Cloud Infrastructure Queue	1,000,000 Requests 0 - 1	0.0
	1,000,000 Requests 1 - 999999999999999	0.22
Compute Cloud Service		
B109479 - Oracle Cloud Infrastructure-Compute-GPU-L40S	GPU Per Hour	3.5
B109485 - Oracle Cloud Infrastructure-Compute-GPU-MI300X	GPU Per Hour	6.0
B109529 - Oracle Cloud Infrastructure-Compute-Standard-A2 OCPU	OCPU Per Hour	0.014
B109530 - Oracle Cloud Infrastructure-Compute-Standard-A2 Memory	Gigabyte Per Hour	0.002
B110965 - Oracle Compute Cloud@Customer-Compute-GPU.L40S	GPU Per Hour	3.5
B111129 - Oracle Cloud Infrastructure-Compute-Standard-E6-OCPU	OCPU Per Hour	0.03
B111130 - Oracle Cloud Infrastructure-Compute-Standard-E6-Memory	Gigabyte Per Hour	0.002
B88315 - Oracle Cloud Infrastructure-Compute-Bare Metal Standard-X5	OCPU Per Hour	0.0638
B88317 - Oracle Cloud Infrastructure-Compute-Virtual Machine Standard-X5	OCPU Per Hour	0.0638
B88513 - Oracle Cloud Infrastructure-Compute-Bare Metal Standard-X7	OCPU Per Hour	0.0638
B88514 - Oracle Cloud Infrastructure-Compute-Virtual Machine Standard-X7	OCPU Per Hour	0.0638
B88515 - Oracle Cloud Infrastructure-Compute-Bare Metal Dense I/O-X7	OCPU Per Hour	0.1275
B88516 - Oracle Cloud Infrastructure-Compute-Virtual Machine Dense I/O-X7	OCPU Per Hour	0.1275
B88517 - Oracle Cloud Infrastructure-Compute-Bare Metal GPU Standard-X7	GPU Per Hour	1.275
B88518 - Oracle Cloud Infrastructure-Compute-Virtual Machine GPU Standard-X7	GPU Per Hour	1.275
B89734 - Oracle Cloud Infrastructure-Compute-GPU Standard-V2	GPU Per Hour	2.95
B90398 - Oracle Cloud Infrastructure-Compute-HPC-X7	OCPU Per Hour	0.075
B90425 - Oracle Cloud Infrastructure-Compute-Standard-E2	OCPU Per Hour	0.03
B90617 - Oracle Functions-Execution Time-10,000 Gigabyte Memory	Seconds 0 - 40	0.0
	Seconds 40 - 999999999	0.1417
B90618 - Oracle Functions-Invocations	1,000,000 Function Invocations 0 - 2	0.0
	1,000,000 Function Invocations 2 - 999999999	0.2
B91119 - Oracle Cloud Infrastructure-Compute-Bare Metal Standard-B1	OCPU Per Hour	0.0638
B91120 - Oracle Cloud Infrastructure-Compute-Virtual Machine Standard-B1	OCPU Per Hour	0.0638
B91372 - Oracle Cloud Infrastructure-Compute-Microsoft SQL Enterprise	OCPU Per Hour	1.47

Usage Item Description	Metric	Overage Net Unit Price
B91373 - Oracle Cloud Infrastructure-Compute-Microsoft SQL Standard	OCPU Per Hour	0.37
B91444 - Oracle Cloud Infrastructure-Compute-Virtual Machine Standard-E2 Micro-Free	OCPU Per Hour	0.0
B92072 - Oracle Cloud Infrastructure-API Gateway-1,000,000 API Calls	1,000,000 API Calls Per Month	3.0
B92306 - Oracle Cloud Infrastructure-Compute-Standard-E3-OCPU	OCPU Per Hour	0.025
B92307 - Oracle Cloud Infrastructure-Compute-Standard-E3-Memory	Gigabyte Per Hour	0.0015
B92740 - Oracle Cloud Infrastructure-Compute-GPU-E3	GPU Per Hour	3.05
B93113 - Oracle Cloud Infrastructure-Compute-Standard-E4	OCPU Per Hour	0.025
B93114 - Oracle Cloud Infrastructure-Compute-Standard-E4-Memory	Gigabyte Per Hour	0.0015
B93121 - Oracle Cloud Infrastructure-Compute-Dense I/O-E4	OCPU Per Hour	0.025
B93122 - Oracle Cloud Infrastructure-Compute-Dense I/O-E4	Gigabyte Memory Per Hour	0.0015
B93123 - Oracle Cloud Infrastructure-Compute-Dense I/O-E4	NVMe Terabyte Per Hour	0.0612
B93297 - Oracle Cloud Infrastructure-Compute-Standard-A1	OCPU Per Hour 0 - 3000	0.0
	OCPU Per Hour 3000 - 999999999999999	0.01
B93298 - Oracle Cloud Infrastructure-Compute-Standard-A1-Memory	Gigabyte Per Hour 0 - 18000	0.0
	Gigabyte Per Hour 18000 - 999999999999999	0.0015
B93311 - Oracle Cloud Infrastructure-Compute-Optimized-X9	OCPU Per Hour	0.054
B93312 - Oracle Cloud Infrastructure-Compute-Optimized-X9-Memory	Gigabyte Per Hour	0.0015
B93544 - Oracle Cloud Infrastructure-Compute-GPU-E4	GPU Per Hour	3.05
B93704 - Oracle Cloud Infrastructure-Compute-GPU-T1	GPU Per Hour	1.55
B94176 - Oracle Cloud Infrastructure-Compute-Standard-X9	OCPU Per Hour	0.04
B94177 - Oracle Cloud Infrastructure-Compute-Standard-X9-Memory	Gigabyte Per Hour	0.0015
B95518 - Oracle Cloud Infrastructure-Secure Desktop	Desktop Per Month	20.0
B95907 - Oracle Cloud Infrastructure-Compute-GPU-A100-v2	GPU Per Hour	4.0
B95909 - Oracle Cloud Infrastructure-Compute-GPU-A10	GPU Per Hour	2.0
B96109 - Oracle Cloud Infrastructure Kubernetes Engine-Virtual Node	Virtual Node Per Hour	0.015
B96479 - Oracle Compute Cloud@Customer-Compute-Standard-E5	OCPU Per Hour	0.03
B96480 - Oracle Compute Cloud@Customer-Compute-Standard-E5-Memory	Gibibyte Memory Per Hour	0.002
B96481 - Oracle Compute Cloud@Customer-Block Volume Storage-Balanced	Gigabyte Storage Capacity Per Month	0.0425
B96482 - Oracle Compute Cloud@Customer-Block Volume Storage-Performance	Gigabyte Storage Capacity Per Month	0.0595
B96483 - Oracle Compute Cloud@Customer-File Storage	Gigabyte Storage Capacity Per Month	0.3
B96484 - Oracle Compute Cloud@Customer-Object Storage-Storage	Gigabyte Storage Capacity Per Month	0.0255
B96485 - Oracle Compute Cloud@Customer-Load Balancer	Load Balancer Hour	0.0113
B96531 - Oracle Cloud Infrastructure-Compute-HPC-E5	OCPU Per Hour	0.044
B96545 - Oracle Cloud Infrastructure Kubernetes Engine-Enhanced Cluster	Cluster Per Hour	0.1
B97384 - Oracle Cloud Infrastructure-Compute-Standard-E5-OCPU	OCPU Per Hour	0.03
B97385 - Oracle Cloud Infrastructure-Compute-Standard-E5-Memory	Gigabytes Per Hour	0.002
B98202 - Oracle Cloud Infrastructure-Compute-Dense I/O-E5 OCPU	OCPU Per Hour	0.03
B98203 - Oracle Cloud Infrastructure-Compute-Dense I/O-E5 Memory	Gigabyte Per Hour	0.002
B98204 - Oracle Cloud Infrastructure-Compute-Dense I/O-E5 NVMe	NVMe Terabyte Per Hour	0.0612
B98415 - Oracle Cloud Infrastructure-Compute-GPU-H100	GPU Per Hour	10.0

Usage Item Description	Metric	Overage Net Unit Price
Data Management Cloud Service		
B107951 - Oracle Exadata Exascale VM Filesystem Storage	Gigabyte (GB) Storage Capacity Per Month	0.0425
B107952 - Oracle Exadata Exascale Smart Database Storage	Gigabyte (GB) Storage Capacity Per Month	0.1156
B108030 - MySQL Database-ECPU	ECPU Per Hour	0.0366
B109166 - MySQL HeatWave-AWS-Storage	Gigabyte Storage Capacity Per Month	0.03
B109169 - MySQL Database-Outbound Data Transfer-Inter OCI Region	Gigabyte Outbound Data Transfer Per Month	0.04
B109187 - MySQL Database-AWS-Ingress private endpoint	Endpoint Per Hour	0.0214
B109188 - MySQL Database-AWS-Egress private endpoint	Endpoint Per Hour	0.0106
B109355 - Oracle Exadata Exascale RDMA Compute Infrastructure	ECPU Per Hour	0.025
B109356 - Oracle Exadata Exascale Database ECPU	ECPU Per Hour	0.336
B109357 - Oracle Exadata Exascale Database ECPU-BYOL	ECPU Per Hour	0.0807
B109375 - Oracle Exadata Exascale Additional Flash Cache	Gigabyte (GB) Per Hour	0.0005
B109380 - MySQL Database-ECPU-Free	ECPU Per Hour	0.0
B109381 - Oracle Cloud Infrastructure HeatWave-Free	HeatWave Capacity Per Hour	0.0
B109382 - Oracle Cloud Infrastructure HeatWave-Storage-Free	Gigabyte Storage Capacity Per Month	0.0
B109383 - MySQL Database-Storage-Free	Gigabyte Storage Capacity Per Month	0.0
B109384 - MySQL Database-Backup Storage-Free	Gigabyte Storage Capacity Per Month	0.0
B109458 - MySQL Database-AWS-Private inbound and outbound network traffic	Gigabyte (GB) of Data Transferred	0.0086
B109635 - Oracle Base Database Service on Ampere A1-Developer	OCPU Per Hour	0.022
B110274 - Oracle Cloud Infrastructure Full Stack Disaster Recovery Service	ECPU Per Hour	0.0032
B110316 - Oracle Autonomous Database-Developer	Instance per hour	0.0391
B110470 - Exadata Cloud@Customer-Database OCPU-Developer	OCPU Per Hour	0.0
B110627 - Exadata Cloud Infrastructure-Database Server-X11M	Hosted Environment Per Hour	2.9032
B110629 - Exadata Cloud Infrastructure-Storage Server-X11M	Hosted Environment Per Hour	2.9032
B110631 - Exadata Database ECPU-Dedicated Infrastructure	ECPU Per Hour	0.336
B110632 - Exadata Database ECPU-Dedicated Infrastructure-BYOL	ECPU Per Hour	0.0807
B110662 - Oracle Exadata Cloud@Customer Database ECPU	ECPU Per Hour	0.336
B110663 - Oracle Exadata Cloud@Customer Database ECPU-BYOL	ECPU Per Hour	0.0807
B110989 - Oracle Globally Distributed Exadata Exascale Database ECPU	ECPU Per Hour	0.3864
B110990 - Oracle Globally Distributed Exadata Exascale Database ECPU-BYOL	ECPU Per Hour	0.0928
B111127 - Oracle Autonomous Database Dedicated Backup Storage	Gigabyte Storage Capacity Per Month	0.0255
B88290 - Oracle Database Cloud Service-Enterprise Edition-General Purpose	OCPU Per Hour	0.4301
B88291 - Oracle Database Cloud Service-Enterprise Edition Extreme Performance-General Purpose	OCPU Per Hour	1.3441
B88292 - Oracle Database Cloud Service-Enterprise Edition High Performance-General Purpose	OCPU Per Hour	0.8871
B88293 - Oracle Database Cloud Service-Standard Edition-General Purpose	OCPU Per Hour	0.215
B88294 - Oracle Database Backup Service-Outbound Data Transfer	Gigabyte Outbound Data Transfer per Month 0 - 1	0.0
	Gigabyte Outbound Data Transfer per Month 1 - 10240	0.096
	Gigabyte Outbound Data Transfer per Month 10240 - 51200	0.072
	Gigabyte Outbound Data Transfer per Month 51200 - 153600	0.056

Usage Item Description	Metric	Overage Net Unit Price
	Gigabyte Outbound Data Transfer per Month 153600 - 512000	0.04
	Gigabyte Outbound Data Transfer per Month 512000 - 999999999	0.04
B88295 - Oracle Database Backup Service-GET and all other Requests	10000 Requests Per Month	0.0032
B88296 - Oracle Database Backup Service-PUT, COPY, POST or LIST Requests	1000 Requests Per Month	0.004
B88297 - Oracle Database Backup Service-Storage Capacity	Gigabyte Storage Capacity per Month 0 - 1024	0.0211
	Gigabyte Storage Capacity per Month 1024 - 51200	0.0208
	Gigabyte Storage Capacity per Month 51200 - 512000	0.0204
	Gigabyte Storage Capacity per Month 512000 - 1024000	0.0201
	Gigabyte Storage Capacity per Month 1024000 - 5120000	0.0197
	Gigabyte Storage Capacity per Month 5120000 - 999999999	0.0194
B88402 - Oracle Database Cloud Service-Enterprise Edition Extreme Performance RAC-BYOL	OCPU Per Hour	0.1935
B88404 - Oracle Database Cloud Service-All Editions-BYOL	OCPU Per Hour	0.1935
B88592 - Exadata Database OCPU-Dedicated Infrastructure	OCPU Per Hour	1.3441
B88847 - Exadata Database OCPU-Dedicated Infrastructure-BYOL	OCPU Per Hour	0.3226
B89737 - Oracle NoSQL Database Cloud Service-Write	Write Unit Per Month	0.1254
B89738 - Oracle NoSQL Database Cloud Service-Read	Read Unit Per Month	0.0064
B89739 - Oracle NoSQL Database Cloud Service-Storage	Gigabyte Storage Capacity Per Month	0.066
B89980 - Oracle Database Exadata Cloud at Customer-Database OCPU	OCPU Per Hour	1.3441
B89981 - Oracle Database Exadata Cloud at Customer-Database OCPU-BYOL	OCPU Per Hour	0.3226
B89999 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Quarter Rack-X7	Hosted Environment Per Hour	21.5054
B90000 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Half Rack-X7	Hosted Environment Per Hour	43.0107
B90001 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Full Rack-X7	Hosted Environment Per Hour	86.0215
B90230 - Oracle Database Backup Cloud-Object Storage	Gigabyte Storage Capacity Per Month	0.0051
B90231 - Oracle Database Backup Cloud-Archive Storage	Gigabyte Storage Capacity Per Month	0.0005
B90569 - Oracle Base Database Service-Standard	OCPU Per Hour	0.215
B90570 - Oracle Base Database Service-Enterprise	OCPU Per Hour	0.4301
B90571 - Oracle Base Database Service-High Performance	OCPU Per Hour	0.8871
B90572 - Oracle Base Database Service-Extreme Performance	OCPU Per Hour	1.3441
B90573 - Oracle Base Database Service-BYOL	OCPU Per Hour	0.1935
B90777 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Base System	Hosted Environment Per Hour	10.7527
B91121 - Oracle Cloud SQL-Compute Capacity	OCPU Per Hour	0.1075
B91128 - Oracle Big Data Service-Compute-Standard	OCPU Per Hour	0.1344
B91129 - Oracle Big Data Service-Compute-Dense I/O	OCPU Per Hour	0.214
B91130 - Oracle Big Data Service-Compute-HPC	OCPU Per Hour	0.1536
B91363 - Gen 2 Exadata Cloud at Customer-Database OCPU	OCPU Per Hour	1.3441
B91364 - Gen 2 Exadata Cloud at Customer-Database OCPU-BYOL	OCPU Per Hour	0.3226
B91391 - Oracle Autonomous Data Warehouse-Free	OCPU Per Hour	0.0
B91392 - Oracle Autonomous Data Warehouse-Exadata Storage-Free	Terabyte Storage Capacity Per Month	0.0
B91393 - Oracle Autonomous Transaction Processing-Free	OCPU Per Hour	0.0
B91394 - Oracle Autonomous Transaction Processing-Exadata Storage-Free	Terabyte Storage Capacity Per Month	0.0
B91535 - Oracle Cloud Infrastructure-Database Exadata	Hosted Environment Per Hour	14.5162

Usage Item Description	Metric	Overage Net Unit Price
Infrastructure-Quarter Rack-X8		
B91536 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Half Rack-X8	Hosted Environment Per Hour	29.0323
B91537 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Full Rack-X8	Hosted Environment Per Hour	58.0645
B91631 - Oracle Cloud Infrastructure-Data Safe for Database Cloud Service-Audit Record Collection Over 1 Million Records	10,000 Audit Records Per Target Per Month	0.1
B91632 - Oracle Cloud Infrastructure-Data Safe for Database Cloud Service	Each	0.0
B92380 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Quarter Rack-X8M	Hosted Environment Per Hour	14.5162
B92381 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Database Server-X8M	Hosted Environment Per Hour	2.9032
B92382 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Storage Server-X8M	Hosted Environment Per Hour	2.9032
B92426 - MySQL Database-Storage	Gigabyte Storage Capacity per Month	0.04
B92483 - MySQL Database-Backup Storage	Gigabyte Storage Capacity per Month	0.04
B92627 - Oracle NoSQL Database Cloud-Write-Free	Write Unit Per Month	0.0
B92628 - Oracle NoSQL Database Cloud-Read-Free	Read Unit Per Month	0.0
B92629 - Oracle NoSQL Database Cloud-Storage-Free	Gigabyte Storage Capacity Per Month	0.0
B92733 - Oracle Cloud Infrastructure-Data Safe for On-Premises Databases & Databases on Compute	Target Database Per Month 0 - 100	200.0
	Target Database Per Month 100 - 300	150.0
	Target Database Per Month 300 - 500	100.0
	Target Database Per Month 500 - 999999999999999	50.0
B92734 - Oracle Cloud Infrastructure-Data Safe for On-Premises Databases & Databases on Compute	10,000 Audit Records Per Target Per Month	0.1
B93199 - Oracle Cloud Infrastructure Database Migration	Migration Hour	0.2
B93320 - Oracle APEX Application Development-Free	OCPU Per Hour	0.0
B93380 - Exadata Cloud Infrastructure-Quarter Rack-X9M	Hosted Environment Per Hour	14.5162
B93381 - Exadata Cloud Infrastructure-Database Server-X9M	Hosted Environment Per Hour	2.9032
B93382 - Exadata Cloud Infrastructure-Storage Server-X9M	Hosted Environment Per Hour	2.9032
B93709 - Oracle Cloud Infrastructure Search with OpenSearch HA	Node Per Hour	0.25
B93710 - Oracle NoSQL Database Cloud-Write-Auto	Write Unit Per Month	3.135
B93711 - Oracle NoSQL Database Cloud-Read-Auto	Read Unit Per Month	0.16
B93712 - Oracle NoSQL Database Cloud-Hosted Environment	Hosted Environment Per Month	28,796.0
B95240 - Oracle Database Autonomous Recovery Service	Virtualized GB Per Month	0.0306
B95241 - Oracle Database Zero Data Loss Autonomous Recovery Service	Virtualized GB Per Month	0.04
B95264 - Oracle Cloud Infrastructure Application Performance Monitoring Service-Stack Monitoring-Standard Edition	10 Monitored Resources Per Hour	0.075
B95427 - MySQL Database-AWS-Storage	Gigabyte Storage Capacity Per Month	0.132
B95428 - MySQL Database-AWS-Backup Storage	Gigabyte Storage Capacity Per Month	0.0476
B95485 - Oracle Cloud Infrastructure Full Stack Disaster Recovery Service	OCPU Per Hour	0.0128
B95701 - Oracle Autonomous Data Warehouse-ECPU	ECPU Per Hour	0.336
B95702 - Oracle Autonomous Transaction Processing-ECPU	ECPU Per Hour	0.336
B95703 - Oracle Autonomous Data Warehouse-ECPU-BYOL	ECPU Per Hour	0.0807
B95704 - Oracle Autonomous Transaction Processing-ECPU-BYOL	ECPU Per Hour	0.0807
B95706 - Oracle Autonomous Database Storage for Transaction Processing	Gigabyte Storage Capacity Per Month	0.1156
B95708 - Oracle Autonomous Data Warehouse-Exadata Cloud@Customer-ECPU	ECPU Per Hour	0.336
B95709 - Oracle Autonomous Transaction Processing-Exadata Cloud@Customer-ECPU	ECPU Per Hour	0.336

Usage Item Description	Metric	Overage Net Unit Price
B95710 - Oracle Autonomous Data Warehouse-Exadata Cloud@Customer-ECPU-BYOL	ECPU Per Hour	0.0807
B95711 - Oracle Autonomous Transaction Processing-Exadata Cloud@Customer-ECPU-BYOL	ECPU Per Hour	0.0807
B95712 - Oracle Autonomous Data Warehouse-Dedicated-ECPU	ECPU Per Hour	0.336
B95713 - Oracle Autonomous Transaction Processing-Dedicated-ECPU	ECPU Per Hour	0.336
B95714 - Oracle Autonomous Data Warehouse-Dedicated-ECPU-BYOL	ECPU Per Hour	0.0807
B95715 - Oracle Autonomous Transaction Processing-Dedicated-ECPU-BYOL	ECPU Per Hour	0.0807
B95754 - Oracle Autonomous Database Storage	Gigabyte Storage Capacity Per Month	0.0244
B96157 - MySQL HeatWave-AWS	HeatWave Capacity Per Hour	0.049
B96158 - MySQL Database-AWS-ECPU	ECPU Per Hour	0.049
B96159 - MySQL Database-AWS-Outbound Data Transfer-Inter AWS Region	Gigabyte of Data Transferred	0.0504
B96160 - MySQL Database-AWS-Outbound Data Transfer-To Internet	Gigabyte of Data Transferred	0.0911
B96625 - Oracle Cloud Infrastructure-HeatWave-Storage	Gigabyte Storage Capacity Per Month	0.02
B96626 - Oracle Cloud Infrastructure-HeatWave	HeatWave Capacity Per Hour	0.011
B97191 - Oracle NoSQL Database Cloud-Regional Replicated Write	Write Unit Per Month	0.36
B97197 - Oracle Base Database Service on Arm-Enterprise	OCPU Per Hour	0.2151
B97198 - Oracle Base Database Service on Arm-High Performance	OCPU Per Hour	0.4436
B97199 - Oracle Base Database Service on Arm-Extreme Performance	OCPU Per Hour	0.6721
B97200 - Oracle Base Database Service on Arm-BYOL	OCPU Per Hour	0.0968
B98217 - Oracle Cloud Infrastructure Cache with Redis-Low Memory (up to 10 GB per node)	Redis Memory Gigabyte Per Hour	0.0194
B98277 - Oracle Autonomous Transaction Processing-Exadata Cloud@Customer-Developer	Instance Per Hour	0.0
B98278 - Oracle Autonomous Data Warehouse-Exadata Cloud@Customer-Developer	Instance Per Hour	0.0
B98279 - Oracle Autonomous Transaction Processing-Dedicated-Developer	Instance Per Hour	0.0
B98280 - Oracle Autonomous Data Warehouse-Dedicated-Developer	Instance Per Hour	0.0
B99060 - Oracle Cloud Infrastructure Database with PostgreSQL-X86	OCPU Per Hour	0.098
B99062 - Oracle Cloud Infrastructure Database Optimized Storage	Gigabyte Storage Capacity Per Month	0.072
B99591 - Oracle Cloud Infrastructure Cache with Redis-High Memory (over 10 GB per node)	Redis Memory Gigabyte Per Hour	0.0136
B99593 - Oracle Globally Distributed Autonomous Transaction Processing-Dedicated	ECPU Per Hour	0.3864
B99594 - Oracle Globally Distributed Autonomous Transaction Processing-Dedicated-BYOL	ECPU Per Hour	0.0928
B99595 - Oracle Globally Distributed Autonomous Data Warehouse-Dedicated	ECPU Per Hour	0.3864
B99596 - Oracle Globally Distributed Autonomous Data Warehouse-Dedicated-BYOL	ECPU Per Hour	0.0928
B99708 - Oracle Autonomous JSON Database-ECPU	ECPU Per Hour	0.0807
B99709 - Oracle APEX Application Development-ECPU	ECPU Per Hour	0.0807
Oracle GPU Cloud Services		
B110519 - Oracle Cloud Infrastructure-Compute-GPU-H200	GPU Per Hour	10.0
B110978 - Oracle Cloud Infrastructure-Compute-GPU-B200	GPU Per Hour	14.0
B110979 - Oracle Cloud Infrastructure-Compute-GPU-GB200	GPU Per Hour	16.0
Not Discount Eligible		
B108004 - Oracle Cloud Infrastructure-Managed Service for Mac-M2 Pro	Mac Server Per Hour	0.74

Usage Item Description	Metric	Overage Net Unit Price
B108077 - Oracle Cloud Infrastructure Generative AI-Large Cohere	10,000 Transactions	0.0156
B108078 - Oracle Cloud Infrastructure Generative AI-Small Cohere	10,000 Transactions	0.0009
B108079 - Oracle Cloud Infrastructure Generative AI-Embed Cohere	10,000 Transactions	0.001
B108082 - Oracle Cloud Infrastructure Generative AI-Large Cohere-Dedicated	AI Unit Per Hour	24.0
B108083 - Oracle Cloud Infrastructure Generative AI-Small Cohere-Dedicated	AI Unit Per Hour	6.5
B108084 - Oracle Cloud Infrastructure Generative AI-Embed Cohere-Dedicated	AI Unit Per Hour	10.9
B108806 - Oracle Cloud VMware Solution-BM.GPU.A10.64-Monthly Commit	Node Per Hour	16.0
B108807 - Oracle Cloud VMware Solution-BM.GPU.A10.64-1 Year Commit	Node Per Hour	13.0
B108808 - Oracle Cloud VMware Solution-BM.GPU.A10.64-3 Year Commit	Node Per Hour	11.0
B108809 - Oracle Cloud VMware Solution-Base-BM.Standard.E5.48-Hourly Commit	Node Per Hour	16.6617
B108810 - Oracle Cloud VMware Solution-Base-BM.Standard.E5.48-1 Year Commit	Node Per Hour	13.1604
B108811 - Oracle Cloud VMware Solution-Base-BM.Standard.E5.48-3 Year Commit	Node Per Hour	10.6119
B109495 - Roving Edge Device-RED.2 Non-Return Fee	Each	25,000.0
B110464 - Oracle Cloud Success Protection Service-Universal Credits Consumption (% applied to consumption, with minimum)	Universal Credits Consumption	0.1
B110680 - Oracle Cloud VMware Solution-BM.DenseIO.E5.32-Hourly Commit	Node Per Hour	10.2379
B110681 - Oracle Cloud VMware Solution-BM.DenseIO.E5.32-Monthly Commit	Node Per Hour	8.531
B110682 - Oracle Cloud VMware Solution-BM.DenseIO.E5.32-1 Year Commit	Node Per Hour	6.8242
B110683 - Oracle Cloud VMware Solution-BM.DenseIO.E5.32-3 Year Commit	Node Per Hour	6.072
B110684 - Oracle Cloud VMware Solution-Expansion-Monthly Commit	OCPU Per Hour	0.1338
B110993 - Oracle Cloud Success Assurance Service-Universal Credits Consumption (% applied to consumption, with minimum)	Universal Credits Consumption	0.05
B111015 - Oracle Cloud Infrastructure Generative AI-Cohere Rerank-Dedicated	Cluster Hour	10.0
B111438 - Oracle Cloud Infrastructure Generative AI-xAI-Grok 3-Input Tokens	1,000,000 Tokens	3.0
B111439 - Oracle Cloud Infrastructure Generative AI-xAI-Grok 3-Output Tokens	1,000,000 Tokens	15.0
B111440 - Oracle Cloud Infrastructure Generative AI-xAI-Grok 3 Mini-Input Tokens	1,000,000 Tokens	0.3
B111441 - Oracle Cloud Infrastructure Generative AI-xAI-Grok 3 Mini-Output Tokens	1,000,000 Tokens	0.5
B111552 - Oracle Cloud Infrastructure Generative AI-xAI-Grok 3 Fast-Input Tokens	1,000,000 Tokens	5.0
B111553 - Oracle Cloud Infrastructure Generative AI-xAI-Grok 3 Fast-Output Tokens	1,000,000 Tokens	25.0
B111554 - Oracle Cloud Infrastructure Generative AI-xAI-Grok 3 Mini Fast-Input Tokens	1,000,000 Tokens	0.6
B111555 - Oracle Cloud Infrastructure Generative AI-xAI-Grok 3 Mini Fast-Output Tokens	1,000,000 Tokens	4.0
B88318 - Oracle Cloud Infrastructure-Compute-Windows OS	OCPU Per Hour	0.092
B92386 - Oracle Cloud VMware Solution	OCPU Per Hour	0.2031
B92686 - Oracle Analytics for Fusion Applications-Free	Hosted Named User	0.0
B93040 - Roving Edge Device-Compute Optimized-Unreturnable/Loss Fee	Each	45,000.0
B93288 - Oracle Cloud VMware Solution-BM.DenseIO2.52-Hourly Commit	OCPU Per Hour	0.2437
B93289 - Oracle Cloud VMware Solution-BM.DenseIO2.52-1 Year Commit	OCPU Per Hour	0.1625

Usage Item Description	Metric	Overage Net Unit Price
B93290 - Oracle Cloud VMware Solution-BM.DenseIO2.52-3 Year Commit	OCPU Per Hour	0.132
B93307 - Autonomous JSON Database-Free	OCPU Per Hour	0.0
B93421 - Oracle Cloud VMware Solution-HCX Enterprise-Monthly	OCPU Per Hour	0.0126
B95178 - Oracle Cloud VMware Solution-BM.DenseIO.E4.64-Hourly Commit	OCPU Per Hour	0.2437
B95179 - Oracle Cloud VMware Solution-BM.DenseIO.E4.64-Monthly Commit	OCPU Per Hour	0.2031
B95180 - Oracle Cloud VMware Solution-BM.DenseIO.E4.64-1 year Commit	OCPU Per Hour	0.1625
B95181 - Oracle Cloud VMware Solution-BM.DenseIO.E4.64-3 year Commit	OCPU Per Hour	0.132
B95229 - Roving Edge Ultra Non-Return or Loss Fee	Each	35,000.0
B95403 - Oracle Cloud Infrastructure-Network Firewall Instance	Instance Per Hour	2.75
B95404 - Oracle Cloud Infrastructure-Network Firewall Data Processing	Gigabyte of Data Processed 0 - 10240	0.0
	Gigabyte of Data Processed 10240 - 999999999999999	0.01
B95411 - Oracle Cloud VMware Solution-BM.DenseIO.E4.32-Hourly Commit	OCPU Per Hour	0.3047
B95412 - Oracle Cloud VMware Solution-BM.DenseIO.E4.32-Monthly Commit	OCPU Per Hour	0.2539
B95413 - Oracle Cloud VMware Solution-BM.DenseIO.E4.32-1 year Commit	OCPU Per Hour	0.2031
B95414 - Oracle Cloud VMware Solution-BM.DenseIO.E4.32-3 year Commit	OCPU Per Hour	0.165
B95415 - Oracle Cloud VMware Solution-BM.DenseIO.E4.128-Hourly Commit	OCPU Per Hour	0.195
B95416 - Oracle Cloud VMware Solution-BM.DenseIO.E4.128-Monthly Commit	OCPU Per Hour	0.1625
B95417 - Oracle Cloud VMware Solution-BM.DenseIO.E4.128-1 year Commit	OCPU Per Hour	0.13
B95418 - Oracle Cloud VMware Solution-BM.DenseIO.E4.128-3 year Commit	OCPU Per Hour	0.1056
B97102 - Oracle Cloud VMware Solution-Base-BM.Standard2.12-Hourly Commit	Node Per Hour	4.714
B97103 - Oracle Cloud VMware Solution-Base-BM.Standard2.12-1 Year Commit	Node Per Hour	3.7144
B97104 - Oracle Cloud VMware Solution-Base-BM.Standard2.12-3 Year Commit	Node Per Hour	2.953
B97105 - Oracle Cloud VMware Solution-Base-BM.Standard3.16-Hourly Commit	Node Per Hour	5.554
B97106 - Oracle Cloud VMware Solution-Base-BM.Standard3.16-1 Year Commit	Node Per Hour	4.2943
B97107 - Oracle Cloud VMware Solution-Base-BM.Standard3.16-3 Year Commit	Node Per Hour	3.3522
B97108 - Oracle Cloud VMware Solution-Base-BM.Standard.E4.32-Hourly Commit	Node Per Hour	9.2565
B97109 - Oracle Cloud VMware Solution-Base-BM.Standard.E4.32-1 Year Commit	Node Per Hour	6.9223
B97110 - Oracle Cloud VMware Solution-Base-BM.Standard.E4.32-3 Year Commit	Node Per Hour	5.2233
B97111 - Oracle Cloud VMware Solution-Expansion-Hourly Commit	OCPU Per Hour	0.1605
B97112 - Oracle Cloud VMware Solution-Expansion-1 Year Commit	OCPU Per Hour	0.1092
B97113 - Oracle Cloud VMware Solution-Expansion-3 Year Commit	OCPU Per Hour	0.0739

POLK COUNTY	
Signature	_____
Name	_____
Title	_____
Signature Date	_____

BILL TO / SHIP TO INFORMATION

Bill To		**Ship To**	
Customer Name	POLK COUNTY	**Customer Name**	POLK COUNTY
Customer Address	330 W Church St Bartow FL 33830	**Customer Address**	330 W Church St Bartow FL 33830
Contact Name	Grant Ewert	**Contact Name**	Grant Ewert
Contact Phone	1-863-5347580	**Contact Phone**	1-863-5347580
Contact Email	grantewert@polk-county.net	**Contact Email**	grantewert@polk-county.net

Polk County

Board of County Commissioners

Agenda Item R.15. 8/5/2025

SUBJECT

Renewal of Oracle Planning and Budgeting Cloud Service (24-Mo Renewal: $103,680)

DESCRIPTION

The Information Technology Division is requesting approval to renew the Oracle Planning and Budgeting Cloud Service agreement with Oracle America, Inc. This renewal supports cloud-hosted financial planning and budgeting tools essential to County operations. The subscription term is for 24 months beginning October 11, 2025 and ending October 10, 2027, covering 50 named users.

RECOMMENDATION

Recommend Board approval of the Ordering Document for Oracle Cloud Planning and Budgeting Services with Oracle America, Inc. to ensure continuity of critical financial software services.

FISCAL IMPACT

The total fee for this 24-month renewal is $103,680.00, billable quarterly. Funds are budgeted in the Information Technology annual operating budget.

CONTACT INFORMATION

Name: Grant Ewert

Title: Technical Services Manager

Division: Information Technology

Phone: 863-534-7580

E-Mail: grantewert@polk-county.net

25-1243

REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: Noah Milov

From: Grant Ewert, Drawer No. AS04

Dept: Information Technology Ext. 7500

Date: 07/15/2025

Request (in detail):

Information Technology Division is working with Oracle to renew SaaS and IaaS for Polk County's environments, to include our Oracle Planning and Budgeting Cloud Service which is due for renewal annually in October. We have funding budgeted in our annual operating budget for this expense. Requesting for legal services to review the Ordering Document attached for SKUB73946 and request Board Signature as new renewal is over $100,000 annually.

This is a second companion to item #25-1086 Oracle Cloud Services agreement | CAO 25-301 & 438

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:
Assign to: Noah Date: 7/15/25

County Attorney Project No.: 25-447
Logged out: 7/15/25

ORACLE

ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	POLK COUNTY	**Contact**	Grant Ewert
Address	330 W CHURCH STREET PO Box 9005, Drawer AS04 BARTOW FL 33830	**Phone Number**	1-863-5347580
		Email Address	grantewert@polk-county.net

Renew Subscription Term: 11-Oct-2025 to 10-Oct-2027

Services Period: 24 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B73946 - Oracle Planning and Budgeting Cloud Service - Hosted Named User	NORTH AMERICA	50	24 mo	86.40	103,680.00
			Subtotal		103,680.00

Fee Description	**Net Fee**
Cloud Services Fees	103,680.00
Net Fees	103,680.00
Total Fees	103,680.00

A. Terms of Your Order

1. Applicable Agreement:

a. Public Sector Agreement for Cloud Services US-CSA-CPQ-3826803

2. Cloud Payment Terms:

a. Net 45 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 10-OCT-2025

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at http://www.oracle.com/contracts.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. Linking Language

You acknowledge and agree that the terms and conditions of this order are contingent upon the simultaneous execution of Cloud Services Agreement (US-CSA-CPQ-3826803) between the parties. If the parties do not simultaneously execute the amendment(s) with this order, this order shall be deemed to have no legal effect, even if executed.

2. Option Periods

For clarification purposes, you shall have an option to renew your subscription for the same services listed in the table above at the same usage limits for one (1) additional 12-month renewal periods (each an "Option Period") for the fees specified in the table above. Professional Services are not included in the Option Years.

Option Period 1 (commencing the day after the last day of the Services Period specified on this order): $[Total 12 -month annualized Cloud Services fees for the Services Period under this order] x 1.08

You must provide Oracle a minimum of 30 days' notice prior to the expiration of a service term of your intent to exercise an Option Year and execute an order for the new option period prior to the expiration date of the existing services period. The Cloud Services listed above may not be renewed at the Option Year pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this order.

3. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all Services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

POLK COUNTY	
Signature	_____
Name	_____
Title	_____
Signature Date	_____

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	POLK COUNTY	**Customer Name**	POLK COUNTY
Customer Address	330 W CHURCH STREET PO Box 9005, Drawer AS04 BARTOW FL 33830	**Customer Address**	330 W CHURCH STREET PO Box 9005, Drawer AS04 BARTOW FL 33830
Contact Name	Grant Ewert	**Contact Name**	Grant Ewert
Contact Phone	1-863-5347580	**Contact Phone**	1-863-5347580
Contact Email	grantewert@polk-county.net	**Contact Email**	grantewert@polk-county.net

Agenda Item R.16. 8/5/2025

SUBJECT

Approve selection committee's recommendation to authorize staff negotiations with Cigna Health and Life Insurance Company for employee dental coverage. (No fiscal impact)

DESCRIPTION

Polk County currently utilizes Aetna to insure and administer the voluntary employee dental program for approximately 8,800 employees, dependents, and retirees that choose to be on the County's dental plan. The current agreement is set to expire on December 31, 2025.

Request for Proposal (RFP) 25-379, Fully Insured Employee Dental Coverage was issued, and six vendors submitted proposals. The selection committee met on Monday, July 7, 2025, to evaluate and score the proposals. The selection committee elected to elevate for the two highest scored firms, Aetna and Cigna, to interviews. On Monday, July 21, 2025, the selection committee conducted interviews and received presentations from both vendors. After the interviews, the consensus of the selection committee was to request the Board authorize staff to enter into contract negotiations with all proposers, beginning with the highest ranked proposer, Cigna Health and Life Insurance Company.

The following is a listing of the firms and their rankings:

Proposer	City	Rank
Cigna	Tampa, FL	1
Aetna	Hartford, CT	2

A recommendation of award was posted, and no protests were received.

RECOMMENDATION

Request Board approve the selection committee's recommendation and authorize staff to enter into contract negotiations, beginning with the highest ranked proposer, Cigna Health and Life Insurance Company for RFP 25-379, Fully Insurance Employee Dental Coverage, and moving to the second-highest ranked proposer if negotiations with Cigna Health and Life Insurance Company are unsuccessful.

FISCAL IMPACT

There is no fiscal impact during negotiations.

CONTACT INFORMATION

Ken Brush

Procurement Contracts Manager

Procurement

(863) 534-6727

kenbrush@polk-county.net

Agenda Item R.17. 8/5/2025

SUBJECT

Approve selection committee's recommendation to authorize staff negotiations with The Hartford for fully insured employee life and disability coverage. (No fiscal impact)

DESCRIPTION

Polk County currently utilizes The Harford to insure and administer basic and supplemental life and disability programs for approximately 4,300 covered employees, and 500 retirees. The current agreement is set to expire on December 31, 2025.

Request for proposal (RFP) 25-381 Fully Insured Employee Life and Disability Coverage was issued, and four firms submitted proposals. The selection committee met on July 9, 2025, to evaluate and score the proposals. After scoring, the selection committee collectively decided to request the Board approve the committee's selection and authorize staff to enter into contract negotiations with the highest-scored Proposer, The Hartford.

The firms score:

Proposer	Score
The Hartford	98
MetLife	68
Prudential	61
Lincoln Financial Group	56

A recommendation of award was posted, and no protests were received.

RECOMMENDATION

Request Board approve selection committee's recommendation to authorize staff negotiations with The Hartford for RFP 25-381 Fully Insured Employee Life and Disability Coverage.

FISCAL IMPACT

There is no fiscal impact during negotiations.

CONTACT INFORMATION

Ken Brush

Procurement Contracts Manager

(863) 534-6727

kenbrush@polk-county.net

Polk County

Board of County Commissioners

Agenda Item R.18. 8/5/2025

SUBJECT

Requesting the approval of renewal application of Certificate of Public Convenience and Necessity (COPCN) for First 2 Aid EMS, Inc d/b/a Trident EMS. (No fiscal impact)

DESCRIPTION

First 2 Aid EMS, Inc d/b/a Trident EMS has submitted a renewal application for a COPCN to operate in Polk County. Per Polk County 12-029, the type of service requested by the applicant is Type G, which is specifically used for Advanced Life Support (ALS) medically necessary inter-facility transport ambulance service.

The level of service requested does not allow 911 pre-hospital responses unless requested by Polk County. Per the COPCN Ordinance, a public notice of this application was published on June 25, 2025. In addition, a notice was sent to all service providers at the same level of service and municipalities within Polk County. This notice allowed a 30-day period to receive written objections of the application. No objections were received.

RECOMMENDATION

Request for the Board to approve the renewal application of the COPCN for First 2 Aid EMS, Inc d/b/a Trident EMS.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Fire Chief Shawn Smith

863-519-7362

shawnsmith@polk-county.net

INITIAL/RENEWAL APPLICATION FOR
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
POLK COUNTY, FLORIDA

This application is for a Certificate of Public Convenience and Necessity ("COPCN") to provide emergency medical care and/or transportation or non-emergency transportation within Polk County, Florida. Polk County, Florida reserves the right to request additional information from the applicant once this application is submitted. Please submit the application fee of $300.00. Applicants will also be sent an invoice in the amount of the charge for publishing the newspaper notice required by the Ordinance. The application process will not proceed until payment of the invoice.

Application Type: Initial Renewal

1. Name of business First 2 Aid EMS Inc, d.b.a. Trident EMS

2. Address 3700 Commerce Blvd, Suite 150
Street

Kissimmee	FL	34741
City	State	Zip Code

N/A	N/A	N/A
P O Box	State	Zip Code

3. Phone number (s) (Include area codes) (407) 777-4322
Business Office

N/A	N/A
Pager Number	Cell Phone Number

4. Email Address

Primary: Sanjay.Parekh@TridentEMS.com
Secondary: Finance@TridentEMS.com

5. List names, business addresses, and day time phone numbers of (all) owner, partners, operator and/or board of directors of corporation.

Name: Sanjay Parekh Title: VP / D Phone: (407) 392-4986
Address: 3700 Commerce Blvd, Suite 150, Kissimmee, FL

6. State the experience of each person listed in Paragraph 4.
Experience for Administration Included in Separate Attachment.

7. Indicate the level applicant wishes to provide: (Please see Polk County Ordinance 12-029 (Section 4) as amended for complete definition of level of service)

_____ Type B – Basic Life Support Non-Transport (BLS Non-Transport)
_____ Type C – Basic Life Support Transport (BLS Transport)
_____ Type D – Advanced Life Support Non-Transport (ALS Non-Transport)
_____ Type E - Advanced Life Support Transport (ALS Transport)
_____ Type F – Prehospital Air Ambulance Service
__X__ Type G – ALS Interfacility Transport Service
__X__ Type H – BLS Interfacility Transport Service

8. List the geographical area in which you wish to provide the service being applied for herein (complete county or portion thereof):
Complete County

9. State the facts showing the demand or the need for the level of service in the geographical area being applied for:

Trident EMS has contracts with and provides transportation for most major hospitals in the area including HCA, Orlando Health and Advent Health.

10. Give a detailed description of the equipment the applicant will utilize in the service (attach separate sheet if needed). ***Attach a completed vehicle roster***.
Attached as a Separate Sheet.

11. Number of personnel to staff each unit? 2 ***Attach personnel roster listing name, status as paramedic or EMT, and license number***.

12. Proof that the applicant is in compliance with all applicable federal, state and local requirements. (Attach copies of certificates) including ALS and / or BLS Ambulance provider license by the Florida Department of Health, Bureau of EMS)

13. State the address and description of each of the locations from which the applicant will operate and the hours of operation, staffing, and phone number for that location

Location Address	Description	Hours of operation	Staffing
Kissimmee, FL	Trident EMS - HQ	24/7 Hrs - 365 Days	ALS and BLS Units

Phone Number

(407) 777-4322

14. Does the service have "back-up" availability in case a unit breaks down or multiple calls?
YES NO ***If Yes, explain procedure***:

We always have at least 2 available "Back Up" units available in addition to the Units in service on any given day.

15. Will your service transport patients out of the county? Yes.

16. Will your service pick up from other counties? Yes. then return to Polk County? Yes.

17. Type of service which will be provided (check appropriate blank):

Land X Water_____ Air_____

18. If this application for a COPCN is to replace an existing COPCN, evidence must be provided showing the reason(s) for the replacement of the existing COPCN Pursuant to Polk County Ordinance Number 12-029 and/or Florida Statutes.

N / A

19. A fee of $300 must accompany the application.

20. Rate schedule – Provide a listing of all rates/charges for your service to provide the level applied for.

21. If a COPCN is issued to applicant, applicant agrees to the following:
    a. To indemnify Polk County for any claims or losses arising out of applicant's operations;
    b. Applicant will comply with all state and county laws and regulations;
    c. Provide continuous and uninterrupted service to the extent and for the area authorized by the COPCN;
    d. Provide service to adjacent areas or routes within Polk County, when requested to do by public safety agencies, in an emergency situation or in accordance with established agreements;
    e. Keep posted at all the principal business locations in Polk County a copy of the COPCN and any rate or fee schedule;
    f. Provide proof of insurance in amounts required by the Board of County Commissioner through the Risk Management Department;
    g. Name **Polk County, a political subdivision of the State of Florida** as an additional insured for Automobile Liability with a waiver of subrogation for the policies noted on the certificate.
    h. File a verified statement of ownership with Polk County Fire Rescue Division prior to commencing its operations under the COPCN and will immediately notify Polk County Fire Rescue Division of any change of ownership;
    i. Keep such records as may be required by Polk County Fire Rescue Division or Polk County Board of County Commissioners, pursuant to the rules and regulations to be adopted pursuant to Polk County Ordinance 12-029 and
    j. Operate in conformance with state law, Polk County Ordinance-12-029 and all rules and regulation hereunder.

To the best of my knowledge, all statements on this application are true and correct and the applicant agrees to the terms contained herein.

Signature of Applicant

CEO 05/16/2025

Title Date

STATE OF FLORIDA

COUNTY OF Osceola

This foregoing instrument was acknowledged before me this 16 day of May, 2025, by Sanjay Parekh as C.E.O. (title) for First 2 Aid DBA Trident EMS (Company Name).

Notary Signature NOTARY SEAL/STAMP

Personally Known _____ OR Produced Identification ✓

Type of Identification produced: DL-P620-780-71-174-0

JOSUE ORTIZ FONSECA
Notary Public
State of Florida
Comm# HH321773
Expires 10/13/2026

Administration Profiles

Sanjay Parekh

Project Role: CEO

Address: 3700 Commerce Blvd, STE 150, Kissimmee, FL 34741

Direct: 407-392-4986

Email: Sanjay.Parekh@TridentEMS.com

Sanjay has over 35 years of successful business leadership experience, which includes Strategic Planning, Sales & Marketing, Operations & Team-Building. Sanjay's background ranges from his work as a Director in a family-owned business to heading a Multinational Corporation in Asia Pacific overseeing several countries.

Sanjay has turned around business operations of companies to generate higher profits by forging impactful business relationships, building cost-effective systems, identifying and analyzing challenges and leveraging the key strengths of the business. With the experience of working with different regions in Asia, Europe, Americas, Middle East & Australia, he has successfully solved many challenges that most companies go through.

Since 2020, Sanjay oversees the collective fulfillment of the company's vision, mission & core values. He ensures the financial and operational effectiveness of the company's Medical Ground Transportation, Event Standby & Training Services operations in Central Florida. Sanjay has developed a sense of partnership with his customers by putting their needs first and has demonstrated repeatedly that the success of the company, comes as a result of caring and competence.

Amishi Parekh

Project Role: Director of Finance

Address: 3700 Commerce Blvd, STE 150, Kissimmee, FL 34741

Direct: 407-379-9132

Email. Finance@TridentEMS.com

Amishi has over 27 years of experience in Accounting & Finance. Her experience ranges from working in the Banking sector, Education sector, to overseeing Finances & Accounting of growth-oriented companies. She has successfully managed to bring in fiscal discipline & organization to the accounting and financing structure in companies she has worked with.

Since 2020, Amishi has been responsible for the Accounting & Finances at Trident EMS and works closely with the Billing Department ensuring accurate billing. Amishi leads and participates in company's growth decisions — projecting revenues against costs for capital equipment, facilities and human resources. She is also a Certified Ambulance Coder.

Derek Knost

Project Role: Operations Manager

Address: 3700 Commerce Blvd, STE 150, Kissimmee, FL 34741

Direct: 407-450-7210

Email. Derek.Knost@TridentEMS.com

Derek has over 20 years of experience in hospitality and healthcare. He has over 10 years of experience as a Paramedic, FTO and the Operations Supervisor.

Derek has been with Trident EMS since 2018 and has worked at various levels across several departments in the company. With his positive approach and problem-solving skills, he was promoted as the Operations Manager. He oversees several key areas in the company and ensures smooth running of the operations with the help of the crews and coordination between all the departments such as Dispatch, Logistics and HR.

Heather Burke

Project Role: Accounting & Billing Coordinator

Address: 3700 Commerce Blvd, STE 150, Kissimmee, FL 34741

Direct: 407-450-7210

Email. Derek.Knost@TridentEMS.com

Heather has over 27 years of experience working as a Paramedic, a Trainer and an Educator. She has extensive experience working in the 911 with Volusia & Lake County EMS as a Paramedic & FTO. She is well experienced in handling all levels of calls and specializes in treating some of the highest level of critical care patients.

After having worked in various departments at Trident EMS since 2018, Heather oversees the Training & Education Department thus ensuring all the crews are provided with the highest level of training as per the company protocols & provide continuous education, for all crews to be compliant with State & National CEUs.

She also oversees the Quality Assurance and Improvement plan in the company.

Notable Equipment Used

- Zoll X Series - Monitors
- Stryker Power PRO-XT - Stretchers
- Alaris Mini-Med 3 Channel - Transport Pump
- Hamilton T1 – Intelligent Transport Ventilator

Maintenance Contract for Equipment

ExpertCare by ZOLL

ZOLL Service Department
269 Mill Road, Chelmsford, MA 01824
Phone: (800) 348-9011 Fax: (978) 421-0010
Email: ServicePM@zoll.com

Customer Name FIRST2AIDEMSINC
Customer # 275070
Address 3700 COMMERCE BLVD SUITE 150 KISSIMMEE, FL 34741

No. of Units 11
Month Due March 2025
PM Contact Josue Ortiz
Phone Number 787-446-9357
Email josue.tridentems@gmail.com

Field Support Tech

Contract Summary

Contract Number	Service Number	Description	Start Date	End Date
810251	8889-89001-PM	PREVENTIVE MAINTENANCE ONLY, 1 YEAR	02/01/2025	01/31/2026

Serial Number	Part Number/ Description	Fail	Failure SR#	PM Completed	Service Request #	Battery Serial #
AR20B046113	620-2221011-01				1152179	
	MAIN ASSY, X SERIES MONITOR/DEFIBRILLATOR 12 LEAD/W INTERP, PACING, NIBP, SPO2, CPR EXPANSION PACK AND ETCO2, W/CP2, DMST					
	Contract #: 810251 Service Part# 8889-89001-PM PREVENTIVE MAINTENANCE ONLY, 1 YEAR				Start Date: 02/01/2025 End Date: 01/31/2026	
AR20B046115	620-2221011-01				1152170	
	MAIN ASSY, X SERIES MONITOR/DEFIBRILLATOR 12 LEAD/W INTERP, PACING, NIBP, SPO2, CPR EXPANSION PACK AND ETCO2, W/CP2, DMST					
	Contract #: 810251 Service Part# 8889-89001-PM PREVENTIVE MAINTENANCE ONLY, 1 YEAR				Start Date: 02/01/2025 End Date: 01/31/2026	
AR20B046140	620-2221011-01				1152171	
	MAIN ASSY, X SERIES MONITOR/DEFIBRILLATOR 12 LEAD/W INTERP, PACING, NIBP, SPO2, CPR EXPANSION PACK AND ETCO2, W/CP2, DMST					
	Contract #: 810251 Service Part# 8889-89001-PM PREVENTIVE MAINTENANCE ONLY, 1 YEAR				Start Date: 02/01/2025 End Date: 01/31/2026	
AR20B046460	620-2221511-01				1152167	
	MAIN ASSY, X SERIES MONITOR/DEFIBRILLATOR W/PACING, 12 LEAD W/INTERP, SPO2, NIBP, IBP/TEMP, CPR EXPANSION PACK, ETCO2, DMST					
	Contract #: 810251 Service Part# 8889-89001-PM PREVENTIVE MAINTENANCE ONLY, 1 YEAR				Start Date: 02/01/2025 End Date: 01/31/2026	
AR20B046461	620-2221511-01				1152163	
	MAIN ASSY, X SERIES MONITOR/DEFIBRILLATOR W/PACING, 12 LEAD W/INTERP, SPO2, NIBP, IBP/TEMP, CPR EXPANSION PACK, ETCO2, DMST					
	Contract #: 810251 Service Part# 8889-89001-PM PREVENTIVE MAINTENANCE ONLY, 1 YEAR				Start Date: 02/01/2025 End Date: 01/31/2026	
AR20B046463	620-2221511-01				1152164	
	MAIN ASSY, X SERIES MONITOR/DEFIBRILLATOR W/PACING, 12 LEAD W/INTERP, SPO2, NIBP, IBP/TEMP, CPR EXPANSION PACK, ETCO2, DMST					
	Contract #: 810251 Service Part# 8889-89001-PM PREVENTIVE MAINTENANCE ONLY, 1 YEAR				Start Date: 02/01/2025 End Date: 01/31/2026	
AR20B046464	620-2221511-01				1152168	
	MAIN ASSY, X SERIES MONITOR/DEFIBRILLATOR W/PACING, 12 LEAD W/INTERP, SPO2, NIBP, IBP/TEMP, CPR EXPANSION PACK, ETCO2, DMST					
	Contract #: 810251 Service Part# 8889-89001-PM PREVENTIVE MAINTENANCE ONLY, 1 YEAR				Start Date: 02/01/2025 End Date: 01/31/2026	
AR20B046465	620-2221511-01				1152195	

Maintenance Contract for Equipment

	MAIN ASSY, X SERIES MONITOR/DEFIBRILLATOR W/PACING, 12 LEAD W/INTERP, SPO2, NIBP, IBP/TEMP, CPR EXPANSION PACK, ETCO2, DMST					
	Contract #: 810251 Service Part# 8889-89001-PM			Start Date: 02/01/2025 End Date: 01/31/2026		
	PREVENTIVE MAINTENANCE ONLY, 1 YEAR					
AR20B046466	620-2221511-01				1152196	
	MAIN ASSY, X SERIES MONITOR/DEFIBRILLATOR W/PACING, 12 LEAD W/INTERP, SPO2, NIBP, IBP/TEMP, CPR EXPANSION PACK, ETCO2, DMST					
	Contract #: 810251 Service Part# 8889-89001-PM			Start Date: 02/01/2025 End Date: 01/31/2026		
	PREVENTIVE MAINTENANCE ONLY, 1 YEAR					
AR20B046468	620-2221511-01				1152169	
	MAIN ASSY, X SERIES MONITOR/DEFIBRILLATOR W/PACING, 12 LEAD W/INTERP, SPO2, NIBP, IBP/TEMP, CPR EXPANSION PACK, ETCO2, DMST					
	Contract #: 810251 Service Part# 8889-89001-PM			Start Date: 02/01/2025 End Date: 01/31/2026		
	PREVENTIVE MAINTENANCE ONLY, 1 YEAR					
AR20B046470	620-2221511-01				1152199	
	MAIN ASSY, X SERIES MONITOR/DEFIBRILLATOR W/PACING, 12 LEAD W/INTERP, SPO2, NIBP, IBP/TEMP, CPR EXPANSION PACK, ETCO2, DMST					
	Contract #: 810251 Service Part# 8889-89001-PM			Start Date: 02/01/2025 End Date: 01/31/2026		
	PREVENTIVE MAINTENANCE ONLY, 1 YEAR					

Maintenance Contract for Equipment

Warranty

Stryker EMS, a division of the Stryker Corporation, offers one warranty option in the United States:

Two (2) year parts and labor. Stryker EMS warrants to the original purchaser that its products should be free from manufacturing non-conformances that affect product performance and customer satisfaction for a period of two (2) years after date of delivery. Stryker's obligation under this warranty is expressly limited to supplying replacement parts and labor for, or replacing, at its option, any product that is, in the sole discretion of Stryker, found to be defective. Expendable components, i.e. mattresses, restraints, I.V. poles, storage nets, storage pouches, oxygen straps, and other soft goods, have a one (1) year limited warranty.

The Stryker **Power-PRO™** XT is designed for a 7 year expected service life under normal use conditions, and with appropriate periodic maintenance as described in the maintenance manual. Stryker warrants to the original purchaser that the welds on the **Power-PRO™** XT will be free from structural defects for the expected 7 year life of the product as long as the original purchaser owns the product. Original purchasers will also obtain a three (3) year limited parts warranty for the X-frame components of the **Power-PRO™** cot and a three (3) year limited power train warranty covering the motor pump assembly and hydraulic cylinder assembly. Stryker's obligation under this three (3) year limited warranty is expressly limited to supplying replacement parts and labor for, or replacing, at its option, any part that is, in the sole discretion of Stryker, found to be defective.

SMRT™ Power Warranties. Stryker EMS warrants the **SMRT™** Charger for the same duration as the Stryker product for which it is furnished. All **SMRT™** Paks are warranted to be free from manufacturing non-conformances that affect product performance and customer satisfaction for a period of one (1) year.

Upon Stryker's request, purchaser shall return to Stryker's factory any product or part (freight prepaid by Stryker) for which an original purchaser makes a warranty claim.

Any improper use or alteration or repair by unauthorized service providers in such a manner as in Stryker's judgment affects the product materially and adversely, shall void this warranty. Any repair of Stryker products using parts not provided or authorized by Stryker shall void this warranty. No employee or representative of Stryker is authorized to change this warranty in any way.

This statement constitutes Stryker EMS's entire warranty with respect to the aforesaid equipment. STRYKER MAKES NO OTHER WARRANTY OR REPRESENTATION EITHER EXPRESSED OR IMPLIED, EXCEPT AS SET FORTH HEREIN. THERE IS NO WARRANTY OF MERCHANTABILITY AND THERE ARE NO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL STRYKER BE LIABLE HEREUNDER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN ANY MANNER RELATED TO SALES OR USE OF ANY SUCH EQUIPMENT.

Return To Table of Contents

Maintenance Contract for Equipment

Warranty

STRYKER EMS RETURN POLICY

Cots, Stair Chairs, Evacuation Chairs, Cot Fasteners and Aftermarket Accessories may be returned up to 180 days of receipt if they meet the following guidelines:

Prior to 30 Days

Prior to 90 Days

unused, **undamaged** and in the original packaging

Prior to 180 Days

unused, **undamaged** and in the original packaging

RETURN AUTHORIZATION

Stryker customer service department must approve any merchandise return and will provide an authorization number to be printed on any returned merchandise. Stryker reserves the right to charge shipping and restocking fees on returned items. SPECIAL, MODIFIED, OR DISCONTINUED ITEMS NOT SUBJECT TO RETURN.

DAMAGED MERCHANDISE

ICC Regulations require that claims for damaged merchandise must be made with the carrier within fifteen (15) days of receipt of merchandise. DO NOT ACCEPT DAMAGED SHIPMENTS UNLESS SUCH DAMAGE IS NOTED ON THE DELIVERY RECEIPT AT THE TIME OF RECEIPT. Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claim will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the merchandise, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full. Claims for any short shipment must be made within thirty (30) days of invoice.

INTERNATIONAL WARRANTY CLAUSE

This warranty reflects U.S. domestic policy. Warranty outside the U.S. may vary by country. Please contact your local Stryker Medical representative for additional information.

PATENT INFORMATION

The Stryker **Power-PRO™** XT cot is covered by one or more of the following patents:

United States 5,537,700 5,575,026 6,908,133 7,398,571 7,540,047

Other patents pending

The Stryker **SMRT™** Power System is covered by one or more of the following patents:

United States 5,977,746 6,018,227

Other patents pending

Maintenance Contract for Equipment

1628 Huddell Avenue – Boothwyn, PA 19061
610-485-5267
www.envihs.com

Trident EMS
Josue Ortiz
3700 Commerce Blvd
Suite 150
Kissimmee, FL 34741

Thursday, February 20, 2025

Dear Josue,

Envi Health Solutions is pleased to engage in the acceptance of our service proposal for your MedSystem III Infusion devices. Our, comprehensive service will include the annual preventative maintenance, battery replacement, and full calibration of each of these devices.

We appreciate the opportunity to be of service, and should you need anything else please don't hesitate to let me know.

Regards,

Thomas Gillespie

Tom Gillespie | Executive, Vice President
Envi Health Solutions
Bio-Tron, Inc.
1628 Huddell Avenue | Boothwyn, PA 19061
O: 888.693.9162 | **M:** 610.742.8905 | **F:** 610.485.8990

Maintenance Contract for Equipment

HAMILTON MEDICAL

Invoice 23280362

Bill to
First 2 Aid EMS Inc
3700 COMMERCE BLVD
Suite 150
KISSIMMEE, FL 34741-4656
United States

Invoice date	07/28/2023 23378902
	00001
Sales order	AMISHI PAREKH
Customer PO	23115332
Customer ref.	Erika Ramales
Customer no	+1 775-858-3002
Sales contact	eramales@hamilton-medical.com
Phone	30 days net
Email	USD
Terms of payment	FOB
Currency	Josue Ortiz-407-777-4322-
Incoterms	josue@f2aems.com
Delivery contact	

Ship to
First 2 Aid EMS Inc
3700 COMMERCE BLVD
Suite 150
KISSIMMEE, FL 34741-4656
United States

accounting@f2aems.com

Product	Quantity	Unit	Net price	Total
~~10161088~~ PREMIUM EMS HAMILTON-T1 ONSITE 1-YR SVC CONTRACT	~~15.00~~	ea	~~1,400.00~~	~~21,000.00~~

Subtotal	21,000.00
~~Tax~~	~~0.00~~
~~Total amount~~	~~21,000.00~~

Hamilton Medical Inc.
201 Edison Way, Unit A
Reno, NV 89502-2305
United States

Tel +1 800 426 6331
www.hamilton-medical.com

Trident EMS

	Truck #	Make and Model	Year	Odometer Reading	VIN #	TAG	ALS PERMIT	BLS PERMIT	Unit Status	Unit Type
1	101	DODGE PROMASTER	2023	50,542	3C6LRVDG9PE51 **9211**	MIX47Q	25529	7666	Primary	BLS
2	102	DODGE PROMASTER	2023	68,205	3C6LRVDG8PE51 **9197**	MIX49Q	25530	7667	Primary	BLS
3	103	DODGE PROMASTER	2023	52,912	3C6LRVDG4PE52 **5658**	MIX48Q	25531	7668	Primary	BLS
4	104	DODGE PROMASTER	2023	29,993	3C6LRVDG1PE53 **5788**	MIX51Q	25532	7669	Primary	BLS
5	105	DODGE PROMASTER	2023	54,354	3C6LRVDG5PE52 **5667**	MIX50Q	25533	7670	Primary	BLS
6	106	DODGE PROMASTER	2023	58,273	3C6LRVDG1PE51 **9171**	MIX52Q	25534	7671	Primary	ALS / CCT
7	107	DODGE PROMASTER	2023	62,269	3C6LRVDG5PE52 **5670**	MIX53Q	25535	7672	Primary	ALS / CCT
8	108	DODGE PROMASTER	2023	46,274	3C6LRVDG7PE53 **5777**	MIX54Q	25537	7673	Primary	ALS / CCT
9	109	DODGE PROMASTER	2023	61,073	3C6LRVDG2PE52 **5660**	MIX55Q	25538	7674	Primary	ALS / CCT
10	110	DODGE PROMASTER	2023	58,677	3C6LRVDG1PE57 **2274**	MIX25M	25623	7675	Primary	ALS / CCT
11	111	DODGE AMBULANCE	2016	259,166	3C6URVHG8GE13 **1479**	MIU78T	26374	7676	Reserve	BLS
12	112	DODGE AMBULANCE	2016	333,352	3C6URVHG1GE10 **4902**	MIT62Q	26375	7677	Reserve	BLS
13	113	DODGE AMBULANCE	2016	294,123	3C6URVHG2GE10 **4892**	MIT54Z	26376	7678	Reserve	BLS
14	114	DODGE AMBULANCE	2016	288,019	3C6URVHG1GE13 **1209**	MIT64Q	26377	7679	Reserve	BLS
15	115	FORD AMBULANCE	2011	248,807	1FDWE3FS4BDB3 **7472**	MIU55G	26378	7680	Reserve	BLS

Personnel Title and Certification

EMS Staffing Numbers

Paramedic (EMT-P)	Critical Care Paramedics (EMT-P-CCT)
10	6

Emergency Medical Technician (EMT-B)
32

Licensing Information

		First Name	Last Name	Title	Status	Professional License
1	1	Trevor	Deveaux	Paramedic	Full Time	PMD-534674
2	2	Grant	George	Paramedic	Full Time	PMD-510954
3	3	Jason	Etayo	Paramedic	Full Time	PMD-519050
4	4	Andreas	Bauer	Paramedic	Full Time	PMD-534499
5	5	Sylvia	Marrett	Paramedic	Full Time	PMD-545097
6	6	Jahaira	Rivera	Paramedic	Full Time	PMD-534847
7	7	John	Howerton	Paramedic	Full Time	PMD-529109
8	8	Brandon	Melendez	Paramedic	Full Time	PMD-546968
9	9	Luis	Viera	Paramedic	Full Time	PMD-537067
10	10	Nicholas	Simpkins	Paramedic	Full Time	M-5154668
11	11	Jennifer	Morales	Paramedic	Full Time	PMD-542415
12	12	Benjamin	Galloway	Paramedic	Full Time	PMD-533836
13	13	Dontavious	Browder	Paramedic	Full Time	PMD-521622
14	14	Nico	Esposito	Paramedic	Full Time	PMD-545536
15	15	Julian	Gonzalez	Paramedic	Part Time	PMD-546831
16	16	Alexis	Perez	Paramedic	Full Time	PMD-518851
17	1	Ninoshca	Martinez	EMT	Full Time	EMT-576478
18	2	Taylor	Kornegay	EMT	Full Time	EMT-575942
19	3	Todd	Eilf	EMT	Full Time	EMT-579314
20	4	Chris	Concepcion	EMT	Full Time	EMT-580302
21	5	Samantha	Rodriguez	EMT	Full Time	EMT-583609

22	6	Shaun	Parker	EMT	Full Time	EMT-574307
23	7	Steven	Gines	EMT	Full Time	EMT-579672
24	8	Jose	Maisonet	EMT	Full Time	EMT-558590
25	9	Clinton	Jackson	EMT	Full Time	EMT-559081
26	10	Chris	Torrellas	EMT	Full Time	EMT-568308
27	11	Tyler	Burkett	EMT	Full Time	EMT-582216
28	12	Andrew	Sanabria	EMT	Full Time	E-3845832
29	13	Jennifer	Hopkins	EMT	Full Time	EMT-578081
30	14	William	Colon	EMT	Full Time	E-3779421
31	15	Patricia	Jones	EMT	Full Time	E-3876866
32	16	Garrett	Goodin	EMT	Full Time	EMT-557659
33	17	Francisco	Arauz	EMT	Full Time	EMT-580954
34	18	Daniel	Scott	EMT	Full Time	EMT-590563
35	19	Joseph	Musick	EMT	Full Time	EMT-575737
36	20	Ruwanshi	Ekanayake	EMT	Full Time	EMT-590009
37	21	Matthew	Marston	EMT	Full Time	EMT-579898
38	22	Steven	Neilsen	EMT	Full Time	EMT-562629
39	23	Elianna	Borrero	EMT	Full Time	EMT-585335
40	24	Juliana	Jordao	EMT	Full Time	EMT-592109
41	25	Samuel	Bornelus	EMT	Full Time	EMT-593100
42	26	John	Yi	EMT	Full Time	EMT-595728
43	27	Ryan	Alicia	EMT	Part Time	EMT-587565
44	28	Robens	Mondesir	EMT	Part Time	EMT-563586
45	29	Thomas	Taladriz	EMT	Part Time	EMT-585944
46	30	Nairobi	Alvarez	EMT	Part Time	EMT-577726
47	31	Valentina	Camacaro	EMT	Part Time	E-3876851
48	32	Zairy	Radon	EMT	Full Time	EMT-562939

STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF EMERGENCY MEDICAL OVERSIGHT

ADVANCED LIFE SUPPORT SERVICE LICENSE

This is to certify that: **FIRST 2 AID EMS INC., DBA TRIDENT EMS** **Provider Number # 10049**
Name of Provider

3700 COMMERCE BLVD. SUITE 150 KISSIMMEE, FL 34741
Address

has complied with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, and is authorized to operate as an Advanced Life Support Service subject to any and all limitations specified in the applicable Certificate(s) of Public Convenience and Necessity and/or Mutual Aid Agreements for the County(s) listed below:

ORANGE, OSCEOLA, POLK, SEMINOLE
County (s)

Michael Hall, Section Administrator
Emergency Medical Services
Florida Department of Health

THIS CERTIFICATE EXPIRES ON: 09/22/2026

This certificate shall be posted in the above mentioned establishment

FIRST2AID 2025 EMS RATE SHEET

Ground Ambulance Transport Rates

SERVICE TYPE	HCPC	CONTRACT RATE/MCR	PUBLISHED RATE
MILEAGE	A0425	$9.15	$25.00
BLS NON-EMERGENCY	A0428	$272.61	$900.00
ALS NON-EMERGENCY	A0426	$327.13	$1,250.00
BLS EMERGENCY	A0429	$436.17	$1,440.00
ALS EMERGENCY	A0427	$517.96	$1,710.00
ALS II	A0433	$749.67	$1,950.00
SCT/CCT	A0434	$885.98	$2,925.00
	A0499	NON COVERED MILEAGE	

Flight Call Ground Ambulance Transport Rates

	One Call	Gateway
SCT	$1,000	$1,000
ALS	$650	$750
BLS	$500	$600
Flight Crew Only	$150	$200
Wait Fee	$ 150/hour (less first 30 min)	$ 150/hour (less first 30 min)
Mileage	13.5	16
Lift Assisit	$600	$600

*CONTACT EVENT COORDINATOR FOR STAND BY AND SPECIAL EVENT RATES

Revised Jan 2025

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

First 2 Aid EMS, Inc.

2 Business name/disregarded entity name, if different from above.

Trident EMS

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3700 Commerce Blvd

6 City, state, and ZIP code

Kissimmee, FL 34741

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	2	–	4	5	0	3	8	4	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 05/08/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Fire 2 Aid EMS, INC. has requested authorization to provide Type G, Advanced Life Support (ALS) Inter-facility Transport Service in Polk County; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of Chapter 401 of Florida Statutes, the Rules of the Department of Health, Chapter 64J-1, Florida Administrative Code. , and the Polk County Code of Ordinances;

THEREFORE, the Board of County Commissioners of Polk County hereby issues a Type G, Certificate of Public Convenience and Necessity ("COPCN") as defined by Polk County Ordinance 12-029 to FIRST 2 *EMS, INC. to provide services within the incorporated and unincorporated areas of Polk County, Florida*

In issuing this Certificate, the governing body of Polk County has considered recommendations of affected municipalities.

By accepting this Certificate of Public Convenience and Necessity, the provider agrees to indemnify Polk County, Florida for any claims or losses arising out of its operations.

Limitations: This COPCN is limited to Advanced Life Support Inter-facility Transfer Service as defined by Polk County Ordinance 12-029. Certificate will be null and void if: the provider does not maintain compliance with the requirements of Chapter 401 of Florida Statutes, the Rules of the Department of Health, Chapter 64J-1 Florida Administrative Code, the Polk County Code of Ordinances and should the provider refuse to provide or deny medical ambulance inter-facility ground transport service to medically needy patients. This certificate shall not be transferable, either voluntarily or by operation of law, without prior written approval of the county.

Date of Issue: June 13, 2020

W.C. Braswell, Chairman
Polk County Board of County Commissioners

P.30

Date of Expiration: June 13, 2025
(Unless suspension or revocation is prior thereto)

FIRS2AI-01 DASBURY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Construction Casualty Insurance, LLC 3637 4th Street North Suite 310 Saint Petersburg, FL 33704	CONTACT NAME: Certificates PHONE (A/C, No, Ext): (727) 258-5774 FAX (A/C, No): E-MAIL ADDRESS: certs@cci-ins.com
INSURED First 2 Aid EMS, Inc. dba Trident EMS 3700 Commerce Boulevard Kissimmee, FL 34741	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Landmark American Insurance Company — 33138 INSURER B : RLI Insurance Company — 13056 INSURER C : Insurance Company of the West — 27847 INSURER D : Underwriters at Lloyds London - IL — 15792 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	X CLAIMS-MADE ☐ OCCUR			LHC860747	9/25/2024	9/25/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$ Included
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO							
	OWNED AUTOS ONLY X SCHEDULED AUTOS			CAP9510282	9/25/2024	9/25/2025	BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) N/A		X	WFL 5067547 02	9/25/2024	9/25/2025	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 Liabili			LHC860747	9/25/2024	9/25/2025	General Aggregate	3,000,000
D	Cyber			ESN0040081070	9/25/2024	9/25/2025	Aggregate/Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When required by written contract, a waiver of subrogation applies in favor of the certificate holder on the Workers' Compensation policy.

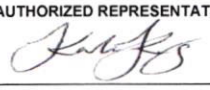
CERTIFICATE HOLDER

Polk County, a political subdivsion of the State of Florida
330 W Church St
Bartow, FL 33830

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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Advertising Receipt

Winter Haven Sun
DR Media and Investments
Department 27770
PO Box 160507
Altamonte Springs, FL 32716-0507
Phone: 863-533-4183

Polk County Fire Rescue
1295 Brice Blvd
Bartow, FL 33830

Acct #:	00023522
Phone:	(863)519-7402
Date:	06/19/2025
Ad #:	00187184
Salesperson:	802
Ad Taker:	802

Class: 0138
Sort Line: First 2 Aid EMS Inc

Ad Notes: SheilaCox@polk-county.net
linsey.wright@polk-county.net

Description	Start	Stop	Ins.	Cost/Day	Amount
420 Lakeland Sun	06/25/2025	06/25/2025	1	47.00	47.00
AFFI Affidavit Charge For Legals					5.00

Ad Text:

NOTICE
YOU ARE HEREBY NOTICED pursuant to Polk County Ordinance 12-029, that First 2 Aid EMS Inc, d/b/a Trident EMS, a licensed for-profit pre-hospital ambulance provider by the State of Florida, Department of Health has submitted an renewal application of their Type G & Type H Certificate of Public Convenience and Necessity (COPCN) to operate an Advance Life Support Inter-facility Transport Service within the geographical bounds of Polk County, including all incorporated areas. This level of service encompasses ambulance transport of medically necessary patients to and from medical facilities. This does not include any 911 prehospital responses. In accordance with Polk County Ordinance 12-029 further information on

Payment Reference:

Credit Card #XXXX1537 $-52.00

Total:	52.00
Tax:	0.00
Net:	52.00
Prepaid:	-52.00
Total Due	**0.00**

AFFIDAVIT OF PUBLICATION

Lakeland Sun

Published Weekly

Winter Haven, Polk County, Florida

Case No. First 2 Aid EMS Inc

STATE OF FLORIDA
COUNTY OF POLK

Before the undersigned authority personally appeared Anita Swain, who on oath says that she is the Legal Clerk of Lakeland Sun, a newspaper published at Winter Haven in Polk County, Florida, and that the attached copy of advertisement, being a Public Notice, was published in a newspaper by print in the issues of Polk Sun on:

June 25, 2025

Affiant further says that the newspaper complies with the legal requirements for publication in Chapter 50, Florida Statutes.

Sworn to and subscribed before me this 25th day of June 2025 by Anita Swain, who is personally known to me or who has produced as identification

Donna P. Fellows-Coffey, Clerk, Notary Number: #HH655350
Notary expires: March 23, 2029

00023520 00187184 863-519-7439

Polk County Fire Rescue
1295 Brice Blvd
Bartow, FL 33830

Notary Public State of Florida
Donna P. Fellows-Coffey
My Commission HH 655350
Expires 3/23/2029

NOTICE

YOU ARE HEREBY NOTICED pursuant to Polk County Ordinance 12-029, that **First 2 Aid EMS Inc, d/b/a Trident EMS**, a licensed for-profit pre-hospital ambulance provider by the State of Florida, Department of Health has submitted an renewal application of their Type G & Type H Certificate of Public Convenience and Necessity (COPCN) to operate an Advance Life Support Inter-facility Transport Service within the geographical bounds of Polk County, including all incorporated areas. This level of service encompasses ambulance transport of medically necessary patients to and from medical facilities. This does not include any 911 prehospital responses. In accordance with Polk County Ordinance 12-029 further information on the application is available at the Polk County Fire Rescue Administrative Offices; 1295 Brice Blvd. Bartow, Florida 33830. Any interested person who may be substantially affected by the proposed operation may, within thirty (30) days, file a written objection to the application, specifying the reason therefore, to Polk County Fire Rescue; 1295 Brice Blvd., Bartow, Florida 33830; Attn: Office of Medical Director.
June 25, 2025 187184

LEGALS

Tax Deeds

payable to: Tax Collector, Polk County. To receive further information regarding the scheduled auction, contact the Polk County Clerk, Tax Deed Department, at P.O. Box 9000, Drawer CC-8, Bartow, FL 33831-9000 or by phone at (863)534-4528
June 4, 11, 18, 25, 2025 185244

NOTICE OF APPLICATION FOR A TAX DEED

NOTICE IS HEREBY GIVEN that MIKON FINANCIAL SERVICES INC AND OCEAN BANK, the holder of the following certificate, has filed said certificate for a tax deed to be issued thereon. The certificate number, the description of the property, and the name in which it was assessed are as follows:
Certificate No. 265
Year of Issuance: 2022
Tax Deed Number: 00381-2025
Description of Property:
THE WOODS UNIT NO. 5 PB 73 PG 20 LOT 38
INCLUDES 2024 TAXES
Parcel ID:
23-26-26-0006-2100-0360
Property Address: 10539 CREEKWOOD CT LAKELAND FL, 33809
United States
Name in which Assessed:
KIM WAGNER
All of said property being in the county of Polk, State of Florida. Unless such certificate(s) shall be redeemed according to law, the property described in such certificate(s) will be sold to the highest bidder online at www.polk.realtaxdeed.com on: **July 17th, 2025 at 9:30 A.M. or any subsequently scheduled sale date.**
Dated this 13th day of May, 2025
Signature Stacy M. Butterfield
Clerk of Circuit Court of Polk County, Florida
(SEAL)
Date of Publication: 06/04/2025, 06/11/2025, 06/18/2025, 06/25/2025
WARNING
THERE ARE UNPAID TAXES ON THE PROPERTY WHICH YOU OWN, IN WHICH YOU HAVE A LEGAL INTEREST, OR IS CONTIGUOUS TO YOUR PROPERTY. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON **17th DAY OF JULY, 2025 at 9:30 A.M.** UNLESS BACK TAXES ARE PAID. **Make all payments to the Tax Collector of Polk County. Payment must be in the form of cashier's check or money order and made payable to: Tax Collector, Polk County. To receive further information regarding the scheduled auction, contact the Polk County Clerk, Tax Deed Department, at P.O. Box 9000, Drawer CC-8, Bartow, FL 33831-9000 or by phone at (863)534-4528**
June 4, 11, 18, 25, 2025 185245

NOTICE OF APPLICATION FOR A TAX DEED

NOTICE IS HEREBY GIVEN that MIKON FINANCIAL SERVICES INC AND OCEAN BANK, the holder of the following certificate, has filed said certificate for a tax deed to be issued thereon. The certificate number, the description of the property, and the name in which it was assessed are as follows:
Certificate No. 502
Year of Issuance: 2022
Tax Deed Number: 00383-2025
Description of Property:
COUNTRY VIEW ESTATES PHASE THREE PB 94 PGS 18 THRU 23 LYING IN SECTIONS 7 & 18 TOWNSHIP 27 RANGE 23 LOT 139
INCLUDES 2024 TAXES
Parcel ID:
23-27-18-0009-9700-1390
Property Address: 5151 MEADOW GROVE TRL LAKELAND FL, 33810
United States
Name in which Assessed:
ANITA R BODIFORD
RONALD E BODIFORD
All of said property being in the county of Polk, State of Florida. Unless such certificate(s) shall be redeemed according to law, the property described in such certificate(s) will be sold to the highest bidder online at www.polk.realtaxdeed.com on **July 17th, 2025 at 9:30 A.M. or any subsequently scheduled sale date.**
Dated this 13th day of May, 2025
Signature Stacy M. Butterfield
Clerk of Circuit Court of Polk County, Florida
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June 4, 11, 18, 25, 2025 185246

NOTICE OF APPLICATION FOR A TAX DEED

NOTICE IS HEREBY GIVEN that MIKON FINANCIAL SERVICES INC AND OCEAN BANK, the holder of the following certificate, has filed said certificate for a tax deed to be issued thereon. The certificate number, the description of the property, and the name in which it was assessed are as follows:
Certificate No. 530
Year of Issuance: 2022
Tax Deed Number: 00394-2025
Description of Property:
BEG SE COR OF SW 1/4 OF SE 1/4 RUN N 998.37 FT TO POB CONT N 327.76 FT W 664.51 FT S 327.76 FT E TO POB & BEG SE COR OF SW 1/4 OF SE 1/4 RUN N 998.76 FT W 233.71 FT S 208.71 FT E 208.71 FT S 789.66 FT E 25 FT TO POB LESS RD R/W
INCLUDES 2024 TAXES
Parcel ID:
23-27-19-0000-0002-4210
Property Address: 4803 DEESON RD LAKELAND FL, 33810-5865
United States
Name in which Assessed:
JUDI LYNN WECK
All of said property being in the county of Polk, State of Florida. Unless such certificate(s) shall be redeemed according to law, the property described in such certificate(s) will be sold to the highest bidder online at www.polk.realtaxdeed.com on: **July 17th, 2025 at 9:30 A.M. or any subsequently scheduled sale date.**
Dated this 13th day of May, 2025
Signature Stacy M. Butterfield
Clerk of Circuit Court of Polk County, Florida
(SEAL)
Date of Publication: 06/04/2025, 06/11/2025, 06/18/2025, 06/25/2025
WARNING
THERE ARE UNPAID TAXES ON THE PROPERTY WHICH YOU OWN, IN WHICH YOU HAVE A LEGAL INTEREST, OR IS CONTIGUOUS TO YOUR PROPERTY. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON **17th DAY OF JULY, 2025 at 9:30 A.M.** UNLESS BACK TAXES ARE PAID. **Make all payments to the Tax Collector of Polk County. Payment must be in the form of cashier's check or money order and made payable to: Tax Collector, Polk County. To receive further information regarding the scheduled auction, contact the Polk County Clerk, Tax Deed Department, at P.O. Box 9000, Drawer CC-8, Bartow, FL 33831-9000 or by phone at (863)534-4528**
June 4, 11, 18, 25, 2025 185247

NOTICE OF APPLICATION FOR A TAX DEED

NOTICE IS HEREBY GIVEN that MIKON FINANCIAL SERVICES INC AND OCEAN BANK, the holder of the following certificate, has filed said certificate for a tax deed to be issued thereon. The certificate number, the description of the property, and the name in which it was assessed are as follows:
Certificate No. 656
Year of Issuance: 2022
Tax Deed Number: 00395-2025
Description of Property:
BEG SW COR OF NW 1/4 OF SE 1/4 RUN N 668.24 FT TO POB CONT N 84 FT E 112.5 FT S 84 FT W 112.5 FT TO POB BEING PARCEL 21 OF UNREC SUB
INCLUDES 2024 TAXES
Parcel ID:
23-27-28-0000-0002-3140
Property Address: 4830 YOUNGS RIDGE CT LAKELAND FL, 33810
United States
Name in which Assessed:
JAMES C LANDGRAF ESTATE OF
JAMES LANDGRAF
All of said property being in the county of Polk, State of Florida. Unless such certificate(s) shall be redeemed according to law, the property described in such certificate(s) will be sold to the highest bidder online at www.polk.realtaxdeed.com on **July 17th, 2025 at 9:30 A.M. or any subsequently scheduled sale date.**
Dated this 13th day of May, 2025
Signature Stacy M. Butterfield
Clerk of Circuit Court of Polk County, Florida
(SEAL)
Date of Publication: 06/04/2025, 06/11/2025, 06/18/2025, 06/25/2025
WARNING
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June 4, 11, 18, 25, 2025 185248

NOTICE OF APPLICATION FOR A TAX DEED

NOTICE IS HEREBY GIVEN that MIKON FINANCIAL SERVICES INC AND OCEAN BANK, the holder of the following certificate, has filed said certificate for a tax deed to be issued thereon. The certificate number, the description of the property, and the name in which it was assessed are as follows:
Certificate No. 2966
Year of Issuance: 2022
Tax Deed Number: 00396-2025
Description of Property:
COUNTRY MEADOWS PB 83 PG 33 LOT 11
INCLUDES 2024 TAXES
Parcel ID:
24-26-33-1609-4500-0110
Property Address: 0 MOORE RD LAKELAND FL, 33809 United States
Name in which Assessed:
SHAVINEE DEE WILLIAMS
TOMMY H WILLIAMS
All of said property being in the county of Polk, State of Florida. Unless such certificate(s) shall be redeemed according to law, the property described in such certificate(s) will be sold to the highest bidder online at www.polk.realtaxdeed.com on **July 17th, 2025 at 9:30 A.M. or any subsequently scheduled sale date.**
Dated this 13th day of May, 2025
Signature Stacy M. Butterfield
Clerk of Circuit Court of Polk County, Florida
(SEAL)
Date of Publication: 06/04/2025, 06/11/2025, 06/18/2025, 06/25/2025
WARNING
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June 4, 11, 18, 25, 2025 185249

NOTICE OF APPLICATION FOR A TAX DEED

NOTICE IS HEREBY GIVEN that MIKON FINANCIAL SERVICES INC AND OCEAN BANK, the holder of the following certificate, has filed said certificate for a tax deed to be issued thereon. The certificate number, the description of the property, and the name in which it was assessed are as follows:
Certificate No. 14537
Year of Issuance: 2022
Tax Deed Number: 00397-2025
Description of Property:
ADD TO BAY VIEW PARK SUB PB 10 PG 26 BLK B LOTS 22 & 23
INCLUDES 2024 TAXES
Parcel ID:
28-32-06-9856-0000-2220
Property Address: 1628 SPRUCE RD FROSTPROOF FL, 33843
United States
Name in which Assessed:
AA & D LIQUIDATION LLC
All of said property being in the county of Polk, State of Florida. Unless such certificate(s) shall be redeemed according to law, the property described in such certificate(s) will be sold to the highest bidder online at www.polk.realtaxdeed.com on **July 17th, 2025 at 9:30 A.M. or any subsequently scheduled sale date.**
Dated this 13th day of May, 2025
Signature Stacy M. Butterfield
Clerk of Circuit Court of Polk County, Florida
(SEAL)
Date of Publication: 06/04/2025, 06/11/2025, 06/18/2025, 06/25/2025
WARNING
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June 4, 11, 18, 25, 2025 185250

NOTICE OF APPLICATION FOR A TAX DEED

NOTICE IS HEREBY GIVEN that AMAR SHAH, the holder of the following certificate, has filed said certificate for a tax deed to be issued thereon. The certificate number, the description of the property, and the name in which it was assessed are as follows:
Certificate No. 12991
Year of Issuance: 2021
Tax Deed Number: 00398-2025
Description of Property:
CITRUS ACRES PB 108 PG 44 TRACTS A & B
INCLUDES 2024 TAXES
Parcel ID:
27-29-35-8800-1100-0160
Property Address: 0 LYON ST LAKE WALES FL, 33853 United States
Name in which Assessed:
MINNESOTA HEIGHTS LTD
All of said property being in the county of Polk, State of Florida. Unless such certificate(s) shall be redeemed according to law, the property described in such certificate(s) will be sold to the highest bidder online at www.polk.realtaxdeed.com on **July 17th, 2025 at 9:30 A.M. or any subsequently scheduled sale date.**
Dated this 13th day of May, 2025
Signature Stacy M. Butterfield
Clerk of Circuit Court of Polk County, Florida
(SEAL)
Date of Publication: 06/04/2025, 06/11/2025, 06/18/2025, 06/25/2025
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June 4, 11, 18, 25, 2025 185250

NOTICE OF APPLICATION FOR A TAX DEED

NOTICE IS HEREBY GIVEN that AGTC INVESTMENTS , LLC OCEAN BANK, the holder of the following certificate, has filed said certificate for a tax deed to be issued thereon. The certificate number, the description of the property, and the name in which it was assessed are as follows:
Certificate No. 12441
Year of Issuance: 2022
Tax Deed Number: 04002-2024
Description of Property:
BEG SE COR OF SE1/4 OF SE1/4 RUN W 591 FT N 10 FT TO POB RUN W 150 FT N 136 FT SELY TO A POINT 126 FT N OF POB RUN S 126 FT TO POB
INCLUDES 2024 TAXES
Parcel ID:
27-30-10-0000-0002-2100
Property Address: 202 OWENS DR LAKE WALES FL, 33859-8016
United States
Name in which Assessed:
DONNA M SUMNER
JAMIE A HEWITT ESTATE OF
All of said property being in the county of Polk, State of Florida. Unless such certificate(s) shall be redeemed according to law, the property described in such certificate(s) will be sold to the highest bidder online at www.polk.realtaxdeed.com on **July 17th, 2025 at 9:30 A.M. or any subsequently scheduled sale date.**
Dated this 13th day of May, 2025
Signature Stacy M. Butterfield
Clerk of Circuit Court of Polk County, Florida
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WARNING
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June 4, 11, 18, 25, 2025 184599

NOTICE OF APPLICATION FOR A TAX DEED

NOTICE IS HEREBY GIVEN that MIKON FINANCIAL SERVICES INC AND OCEAN BANK, the holder of the following certificate, has filed said certificate for a tax deed to be issued thereon. The certificate number, the description of the property, and the name in which it was assessed are as follows:
Certificate No. 10634
Year of Issuance: 2022
Tax Deed Number: 00404-2025
Description of Property:
CITRUS RIDGE PHASE ONE PB 78 PGS 39 & 40 LOT 92 & INT IN REC AREA & COMM AREAS
INCLUDES 2024 TAXES
Parcel ID:
27-26-20-7060-0100-0920
Property Address: 92 CITRUS RIDGE DR DAVENPORT FL, 33837
United States
Name in which Assessed:
YVETTE GONZALEZ
All of said property being in the county of Polk, State of Florida. Unless such certificate(s) shall be redeemed according to law, the property described in such certificate(s) will be sold to the highest bidder online at www.polk.realtaxdeed.com on **July 17th, 2025 at 9:30 A.M. or any subsequently scheduled sale date.**
Dated this 13th day of May, 2025
Signature Stacy M. Butterfield
Clerk of Circuit Court of Polk County, Florida
(SEAL)
Date of Publication: 06/04/2025, 06/11/2025, 06/18/2025, 06/25/2025
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June 4, 11, 18, 25, 2025 185252

NOTICE OF APPLICATION FOR A TAX DEED

NOTICE IS HEREBY GIVEN that GERRY S YOUNG, the holder of the following certificate, has filed said certificate for a tax deed to be issued thereon. The certificate number, the description of the property, and the name in which it was assessed are as follows:
Certificate No. 16049.0000
Year of Issuance 2022
Tax Deed Number: 00063-2025
Description of Property:
INDIAN LAKE EST UNIT 4 PB 39 PG 30 BLK 164 LOT 21 SEC 8 31 30
SUBJECT TO 2024 TAXES
Parcel ID:
30-31-08-9940-4001-6421
Property Address: 0 PLUMOSA DR INDIAN LAKE ESTATES FL, 33855 United States
Name in which Assessed:
MARILUZ CANO
ORLANDO CANO
All of said property being in the county of Polk, State of Florida. Unless such certificate(s) shall be redeemed according to law, the property described in such certificate(s) will be sold to the highest bidder online at www.polk.realtaxdeed.com on **July 17th, 2025 at 9:30 A.M. or any subsequently scheduled sale date.**
Dated this 19th day of June, 2025
Signature Stacy M. Butterfield
Clerk of Circuit Court of Polk County, Florida
(SEAL)
Date of Publication: 06/25/2025
WARNING
THERE ARE UNPAID TAXES ON THE PROPERTY WHICH YOU OWN, IN WHICH YOU HAVE A LEGAL INTEREST, OR IS CONTIGUOUS TO YOUR PROPERTY. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON **17th DAY OF JULY, 2025 at 9:30 A.M.** UNLESS BACK TAXES ARE PAID. **Make all payments to the Tax Collector of Polk County. Payment must be in the form of cashier's check or money order and made payable to: Tax Collector, Polk County. To receive further information regarding the scheduled auction, contact the Polk County Clerk, Tax Deed Department, at P.O. Box 9000, Drawer CC-8, Bartow, FL 33831-9000 or by phone at (863)534-4528**
June 25, 2025 187213

Intent to Consider

NOTICE OF ADOPTION OF RESOLUTION VACATING AND CLOSING A PORTION OF PLATTED, UNOPENED, AND UNMAINTAINED RIGHT-OF-WAY WITHIN THE MAP OF GOLDENBOUGH ASSOCIATION'S PLAT OF HOMESITES, LAKE WALES POLK COUNTY, FLORIDA.

TO WHOM IT MAY CONCERN:
Notice is hereby given pursuant to Section 336.10, Florida Statutes that the Board of County Commissioners of Polk County, Florida on the 17th day of June, 2025 adopted Resolution No.2025-059 vacating, abandoning, discontinuing, and closing a portion of platted, unopened, and unmaintained right-of-way as shown on the Map of Goldenbough Association Plat of Homesites,Polk County, Florida, described as:

A parcel of land being a portion of THE GOLDENBOUGH ASSOCIATION'S PLAT OF HOME SITES (AKA Yarnell's Subdivision) as recorded in Plat Book 4, Page 65, of the Public Records of Polk County, Florida, lying in Section 13, Township 30 South, Range 28 East, Polk County, Florida, being more particularly described as follows That part of a 15 feet wide platted right-of-way being depicted North of Lot 1 on said THE GOLDENBOUGH ASSOCIATION'S PLAT OF HOME SITES that lies east of the following described line:

6 at an Axle marking the northwest corner of Lot "A" of said THE GOLDENBOUGH ASSOCIATION'S PLAT OF HOME SITES, said Axle having a Northing coordinate of 1289342.56 feet and an Easting coordinate of 826194.31 feet (Florida State Plane Coordinate System, North American Datum of 1983, Florida West Zone, Adjustment of 2011 (U.S. Survey feet)), thence North 89°40'44" East, 1067.28 feet to a 5/8 inch Iron Rod, thence continue North 9°40'44" East, 84.10 feet to a 4 inch by 4 inch concrete monument, thence continue North 89°40'44" East, 9.33 feet to the **Point of Beginning;** thence South 16°57'40" West, 24.07 feet to the **Point of Terminus.**

BOARD OF
COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA
Stacy M. Butterfield,
Clerk to the Board
By/s/Erin Valle
Deputy Clerk 6/25/25 187434

NOTICE OF INTENTION TO APPLY TO BOARD OF COUNTY COMMISSIONERS TO VACATE AND CLOSE A PORTION OF DEEDED RIGHT-OF-WAY DESCRIBED IN DEED BOOK 559, PAGE 493 OF THE PUBLIC RECORDS OF
POLK COUNTY, FLORIDA

TO WHOM IT MAY CONCERN Notice is hereby given that the Board of County Commissioners of Polk County, Florida, upon Petition filed by Ray Hussain, President of Dynamic Dream Studios, will, at 9:00 a.m. or shortly thereafter, on the 15th Day of July, 2025, in the Board Room of the Polk County Administration Building, 330 West Church Street, Bartow, Florida, consider and determine whether or not the County will vacate, abandon, discontinue, and close a deeded right-of-way as described in Deed Book 559, Page 493 of the Public Records of Polk County, Florida, described as:

That portion of the unnamed, unmaintained, and unvacated right-of-way described in Deed Book 559, Page 493 of the Public Records of Polk County, Florida, being further described as follows:

(Deed Book 559, Page 493) Begin at the Southwest Corner of Lot 2 of FLORIDA HIGHLANDS SUBDIVISION, as shown in Plat Book 3, Page 27, Public Records, Polk County, Florida and run thence 50 feet North, thence 660 feet East, thence 50 feet South, thence 660 feet West, to Point of Beginning, being in Section 35, Township 28 South, Range 26 East.
LESS AND EXCEPT
(Official Records Book 1728 Page 114) Begin at the Southwest corner of Lot 2 of FLORIDA HIGHLANDS SUBDIVISION, as shown in Plat Book 3, page 27, Public Records, Polk County, Florida, and run thence 50 feet North, thence 158.88 feet East, thence 50 feet South, thence 158.88 feet West, to Point of Beginning, being in Section 35,Township 28 South, Range 26 East.

Should any person decide to appeal any decision made by the Board at this meeting, he/she will need a record of the proceedings, and he/she may need to ensure that a verbatim record of these proceedings is made.

BOARD OF
COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA
Stacy M. Butterfield, Clerk
By/s/Erin Valle
Deputy Clerk 6/25/25 187090

Other Notices

NOTICE OF FORFEITURE PROCEEDINGS

TO ALL PERSONS WHO CLAIM AN INTEREST IN THE FOLLOWING PROPERTY:

The LAKELAND POLICE DEPARTMENT hereby gives notice of forfeiture proceedings to be had in accordance with Sections 932.701 through 932.706, Florida Statutes, in regard to: **FOURTEEN THOUSAND NINE HUNDRED EIGHTY-FOUR AND 08/100 DOLLARS ($14,984.08) IN U.S. CURRENCY.** Said property was seized at or near 2700 block of Cambridge Ave., Lakeland, Florida on September 23, 2024. The law enforcement agency holding the property is the Lakeland Police Department. A petition seeking forfeiture of the property has been filed in the Circuit Court for Polk County, Florida.
DAVID R. CARMICHAEL, BCS, ESQUIRE
Police General Counsel

Other Notices

Lakeland Police Department
219 North Massachusetts Ave.
Lakeland, Florida 33801
(863)834-6994
Fax: (863)834-6984
Emails:
David.Carmichael@lakelandgov.net
Cecil.Polk@lakelandgov.net
Kathy.Backiel@lakelandgov.net
Florida Bar No. 0018309
Attorney for
CITY OF LAKELAND P.D.
June 18, 25, 2025 186823

NOTICE OF FORFEITURE PROCEEDINGS

TO ALL PERSONS WHO CLAIM AN INTEREST IN THE FOLLOWING PROPERTY

The LAKELAND POLICE DEPARTMENT hereby gives notice of forfeiture proceedings to be had in accordance with Sections 932.701 through 932.706, Florida Statutes, in regard to **FIVE THOUSAND THREE DOLLARS ($5,043.00) IN U.S. CURRENCY.** Said property was seized at or near 800 block of Lafayette Ln., Lakeland, Florida on November 22, 2024. The law enforcement agency holding the property is the Lakeland Police Department. A petition seeking forfeiture of the property has been filed in the Circuit Court for Polk County, Florida.
DAVID R. CARMICHAEL, BCS, ESQUIRE
Police General Counsel
Lakeland Police Department
219 North Massachusetts Ave.
Lakeland, Florida 33801
(863)834-6994
Fax: (863)834-6984
Emails:
David.Carmichael@lakelandgov.net
Cecil.Polk@lakelandgov.net
Kathy.Backiel@lakelandgov.net
Florida Bar No. 0018309
Attorney for
CITY OF LAKELAND P.D.
June 18, 25, 2025 186826

NOTICE

YOU ARE HEREBY NOTICED pursuant to Polk County Ordinance 12-029, that **First 2 Aid EMS Inc, d/b/a Trident EMS**, a licensed for-profit pre-hospital ambulance provider by the State of Florida, Department of Health has submitted an renewal application of their Type G & Type H Certificate of Public Convenience and Necessity (COPCN) to operate an Advance Life Support Inter-facility Transport Service within the geographical bounds of Polk County, including all incorporated areas. This level of service encompasses ambulance transport of medically necessary patients to and from medical facilities. This does not include any 911 prehospital responses. In accordance with Polk County Ordinance 12-029 further information on the application is available at the Polk County Fire Rescue Administrative Offices, 1295 Bruce Blvd Bartow, Florida 33830. Any interested person who may be substantially affected by the proposed operation may, within thirty (30) days, file a written objection to the application, specifying the reason therefore, to Polk County Fire Rescue, 1295 Brice Blvd., Bartow, Florida 33830, Attn. Office of Medical Director.
June 25, 2025 187184

ADVERTISEMENT OF SAID NOTICE IS HEREBY GIVEN that the undersigned intends to sell the personal property described below to enforce a lien imposed on said property under The Florida Self Storage Facility Act Statutes (Section 83.801-83.809). The undersigned will sell at public sale by competitive bidding on Monday the 30th day of June 2025 at 10:00 AM, at lockerfox.com. Said property has been stored and is located at: Space Shop Self Storage, 1141 East Memorial Boulevard,Lakeland, FL, 33801. Alday, Christopher Misc boxes, fishing poles, hand wagon. Laster, Lamonica boxes, clothing, misc bags, kids toys. Sale is subject to cancellation in the event of settlement between owner and obligated party. 6/18/25 6/25/25 186894

Agenda Item R.19. 8/5/2025

SUBJECT

Approve Central Florida Expressway Authority Real Estate Purchase Agreement between the Central Florida Expressway Authority and Polk County regarding the State Road 538 project and authorize a County Deed for right-of-way parcels associated therewith. ($161,500, one time revenue)

DESCRIPTION

The Central Florida Expressway Authority ("CFX") has a project to construct two segments of a new limited access toll road facility known as State Road 538 (Poinciana Parkway) from Ronald Reagan Parkway, east of US Highway 17/92 near the county line, to Osceola/Polk Line Road (Osceola CR 532).

CFX is currently in the acquisition phase of the project and contacted the County regarding multiple parcels that are owned by Polk County. Parcel 53-213 comprises the entirety of a parcel of land, containing approximately 2.3 acres acquired by the County in 2015 through an Escheatment Tax Deed located to the northwest of Old Kissimmee Road and along the county line which is need by CFX as limited access right-of-way for the project. Parcel 53-101B is a small parcel containing approximately 650 square feet, being a portion of county-maintained right-of-way for a roadway known as Parker Road, which is needed as additional right-of-way for US Highway 17/92 for improvements thereto in conjunction with the project. In addition to the aforementioned parcels needed as right-of-way for the project Parcel 53-101A is a small parcel located within a portion of county-maintained right-of-way for a roadway known as Labor Camp Road needed for an aerial crossing of an electric line which is being relocated in conjunction with the project. CFX provided an appraisal report for Parcel 53-213 which contained a value of $161,500. Discussions between County and CFX staff have resulted in a proposed agreement for the purchase of Parcel 53-213, the conveyance of Parcel 53-101B as well as a provision within the agreement allowing for the aerial crossing of Parcel 53-101A.

The County Attorney's office and the Real Estate Services Director have reviewed the agreement and recommend approval. Approving the Agreement and authorizing the County Deed associated therewith will give CFX the right-of-way needed from the County to move forward with the project.

RECOMMENDATION

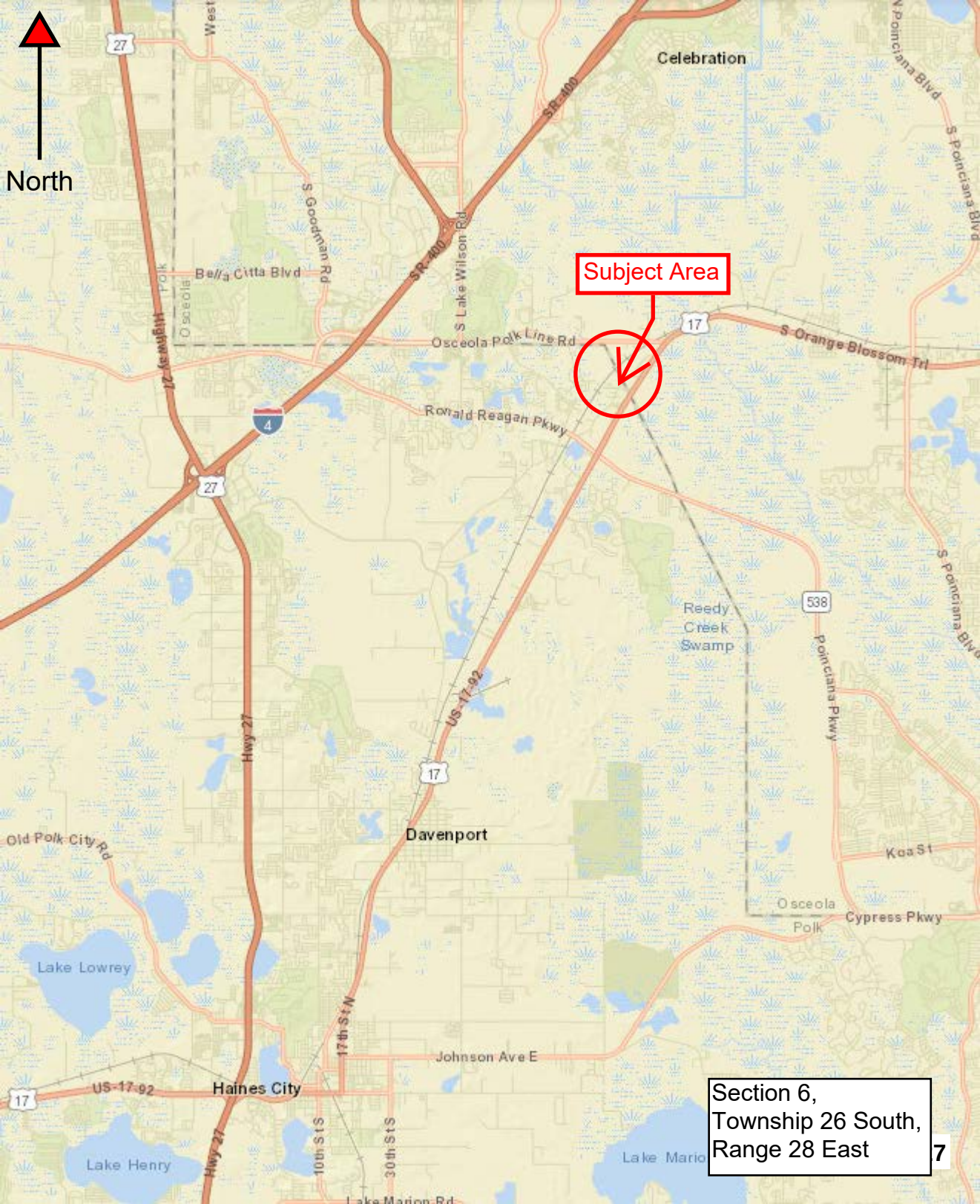
Request Board approve the aforementioned Agreement and authorize the County Deed associated therewith and referenced therein. Also authorize the Real Estate Services Director to sign the closing documents associated with the conveyance of the right-of-way parcels.

FISCAL IMPACT

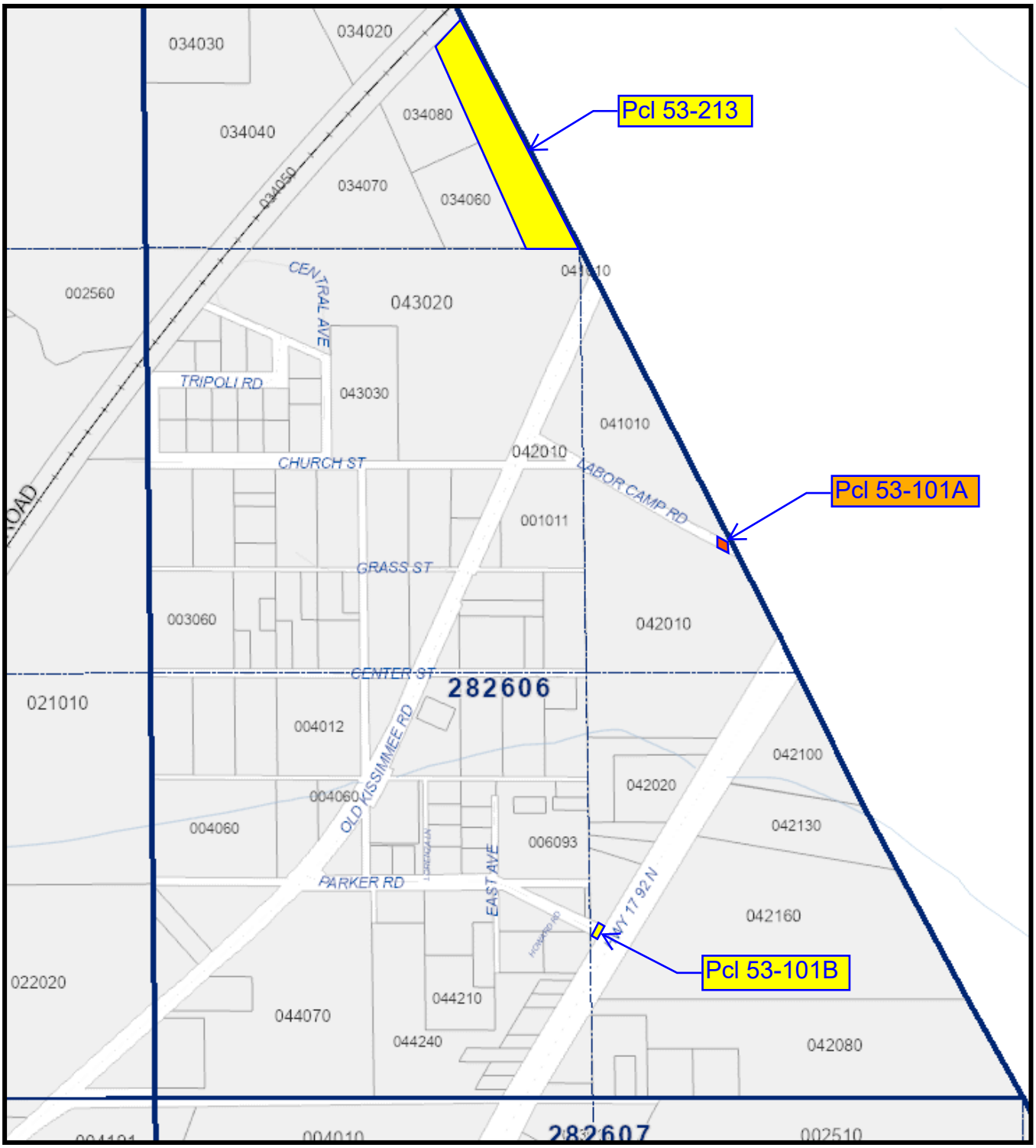
Proceeds from the sale of the parcel to be deposited into the appropriate fund, to be determined by Finance and Accounting.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


North
Subject Area
Celebration
SR 400
S Lake Wilson Rd
S Goodman Rd
Bella Citta Blvd
Osceola Polk Line Rd
Ronald Reagan Pkwy
S Orange Blossom Trl
N Poinciana Blvd
S Poinciana Blvd
Reedy Creek Swamp
Poinciana Pkwy
538
US 17-92
Hwy 27
Davenport
Old Polk City Rd
Koa St
Osceola Polk
Cypress Pkwy
Lake Lowrey
Johnson Ave E
Haines City
17th St N
10th St S
30th St S
Lake Henry
Lake Marion Rd
Section 6,
Township 26 South,
Range 28 East

SECTION 06, TOWNSHIP 26 SOUTH, RANGE 28 EAST



PARCELS: 53-101 A,
53- 101 B, and 53-213
PROJECT: S.R. 538

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made this ____ day of _____, 2025, by and between **POLK COUNTY,** a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, FL 33831-0988 (**"Seller"**), and the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("**CFX**"). (CFX and the Seller are sometimes hereinafter individually referred to as a "Party" or collectively as the "Parties").

RECITALS:

Seller is the owner of certain parcels of real property located in Polk County, Florida, as follows:

1. Parcel 53-101 B which comprises approximately 0.0148 gross acres or 643 square feet, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference together with all improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto.

2. Parcel 53-213 which comprises approximately 2.317 gross acres, as more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference together with all improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto.

Herein after Parcel 53-101 B and 53-213 will be referred as the "**Property.**"

Pursuant to Chapter 348, Part III of the Florida Statutes (the "**Central Florida Expressway Authority Law**"), and particularly Section 348.754, Florida Statutes, CFX is empowered to construct, improve, maintain, and operate the Central Florida Expressway System ("**Expressway System**") and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges, and avenues of access. Furthermore, pursuant to Section 348.760, Florida Statutes, CFX may enter into contracts, conveyances, partnerships and other agreements with other entities for the purpose of carrying out the provisions of the Central Florida Expressway Authority Law.

CFX has identified the Property as necessary right-of-way for the future construction and maintenance of right-of-way improvements for State Road 538 (the "**Project**"). Although the overall project is associated with a limited access corridor, Parcel 53-101 B is not being acquired as limited access right-of-way. As it relates to Parcel 53-101 A, as more particularly described in Exhibit "C", the Buyer and Seller hereby acknowledge and agree that an aerial electric line(s) crossing (the "Powerline Crossing") will be newly placed over Parcel 53-101 A, being public right-of-way for Labor Camp Road. The Powerline Crossing is more particularly described and illustrated in the proposed plan sheet attached hereto as Exhibit "D" and incorporated herein by reference.

Seller and CFX desire to enter this Agreement to formalize the terms and conditions whereby the Seller shall sell and convey the Property to CFX.

For and in consideration of the mutual covenants, agreements and Purchase Price set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties hereto, CFX and Seller hereby covenant and agree as follows:

1. **Agreement to Buy and Sell**. In lieu of condemnation, Seller agrees to sell to CFX and CFX agrees to purchase from Seller the Property in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

2. **Improvements Owned by Others**. There are no improvements or items owned by others that are excluded from this Agreement. The Property being sold includes are items and improvements as described herein.

3. **Purchase Price and Total Consideration Paid**. The total compensation to be paid by CFX at Closing and only in the event of closing shall be as follows:

(a)	Purchase Price:	$ 161, 500.00
(b)	Damages or Cost to Cure	N/A
(c)	Attorney Fees and Costs	N/A
(d)	Appraiser Fees	N/A
(e)	Other Consultant Fees and Costs	N/A
(f)	**Total Amount Paid by CFX**	**$ 161, 500.00**

At Closing, CFX shall also pay: (i) the costs of recording the Deed delivered hereunder; (ii) the costs of any environmental studies or other due diligence surveys by CFX; and (iii) title insurance policy premium, including endorsements, and related title expenses pertaining to the owner's title commitment. . The Deed shall be executed and delivered in lieu of condemnation and shall include a caption that it is not subject to documentary stamp tax. Except as provided above, each Party shall pay its own attorney's or other consultants. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Polk County, Florida.

4. **Conditions and Limitations**.

(a) This Agreement may be subject to the final approval of CFX as required by CFX Property Acquisition, Disposition & Permitting policy, procedure, and/or manual as of the date of this Agreement. Closing shall occur within sixty (60) days after the date of final execution of this Agreement by CFX upon not less than ten (10) days' written notice to Seller, but no later than October 31, 2025, unless extended mutual agreement in writing signed by the Parties (the "Closing Date"), at the offices of CFX's attorney or designated title company or any other place which is mutually acceptable to the Parties. Without limiting the foregoing, Closing may take place by mail or courier.

(b) If the Closing occurs between January 1st and November 1st of any tax year, Seller shall pay all taxes, assessments and charges applicable to the Property for all years up to and including the date of Closing in accordance with Section 196.295, Florida Statutes. All general and special assessments and charges applicable to the Property shall be

prorated as of the Property Closing Date between Seller and Purchaser, but specifically excluding all assessments assessed by any property owners' association, which, if any, will be paid in full by Seller on or before the Property Closing Date. At Closing, the Seller shall pay the Purchaser (or the Closing Agent) Seller's pro rata share of such other taxes, assessment and charges as determined by any and all applicable federal, state, county, municipal, or other governmental department or entity, or any authority, commission, board, bureau, court, community development district, or agency having jurisdiction over the Property ("Governmental Authority"). If the real property ad valorem taxes, general assessments and charges applicable to the Property are not available at Closing, then they shall be estimated based upon the most recent information available. If the Closing occurs in November or December, Seller shall be responsible for the entire year's tax liability.

(c) Seller is responsible for delivering marketable title to CFX. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that exist as of the date of this Agreement ("Permitted Exceptions"). Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller. Title shall transfer as of the Closing Date and Seller shall deliver possession of the Property to CFX at Closing free of any tenancies, occupants or personal property.

(d) At the Closing, Seller shall execute and deliver to CFX a County Deed (the "Deed") in substantially the form and content attached hereto as **Exhibit "E"** and incorporated herein by reference, conveying marketable record title to the Property to CFX, subject only to the Permitted Exceptions. In the event any mortgage, lien or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Seller, such mortgage, lien or encumbrance shall, at CFX's election, be satisfied and paid with the proceeds of the Purchase Price.

(e) Seller and CFX agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the Parties.

5. **General Provisions.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by Seller and CFX. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Seller and CFX do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party at Closing. This Agreement shall be interpreted

under the laws of the State of Florida. The Parties hereto agree that venue for any legal action authorized hereunder shall be in the courts of Polk County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

6. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed at the address first set forth above or as designated in a written notice given in accordance with this paragraph.

7. **Not an Offer**. Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed a written offer nor admissible in any subsequent eminent domain proceeding with respect to the Property.

8. **Waiver of Jury Trial**. SELLER AND CFX VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE DEEMED TO WAIVE SELLER'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

9. **No Representation or Warranty of Facilities**. Seller acknowledges and agrees that this Agreement is not contingent upon CFX's construction of any specific transportation facilities or improvements and the design and location of any contemplated or proposed transportation facilities are not guaranteed.

10. **Effective Date**. When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either CFX or Seller execute this Agreement.

11. **Release of CFX**. Seller hereby agrees, acknowledges and understands that the Property is being acquired by CFX in connection with a planned limited access highway project. By execution of this Agreement, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the deed, Seller shall thereby release and discharge CFX, of and from all, and all manner of causes of action, suits, claims, damages, judgments, in law or in equity, which Seller ever had, then has, or which any personal representative, successor, heir or assign of Seller, thereafter can, shall or may have, against CFX, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Seller's conveyance of the Property to CFX, including, without limitation, any claim for loss of access to Seller's remaining property (with the exception of loss of access to Parcel 53-101 B which is not a limited access parcel), severance damages to Seller's remaining property, business damages or any other damages. Nothing herein shall be deemed to release CFX from its obligations or liabilities under this Agreement. A covenant shall be contained in the deed acknowledging Seller's agreement to the foregoing.

12. **Special Conditions.** NONE

[Signatures on following pages].

IN WITNESS WHEREOF, the Seller hereto has caused these presents to be executed in its respective name as of the date first above written.

"SELLER"

Polk County,
a political subdivision of the State of Florida

WITNESSES:

_____

Print Name: _____

By:_____
T.R. Wilson, Chairman

_____

Dated:_____

Print Name: _____

IN WITNESS WHEREOF, CFX hereto has caused these presents to be executed in its name as of the date first above written.

WITNESSES:

_____

Print Name:_____

_____

Print Name_____

"CFX"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes

By:_____

Title:_____

Date:_____

APPROVED AS TO FORM FOR
EXECUTION BY A SIGNATORY OF
THE CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

Right-of-Way Counsel:
Marchena and Graham, P.A.

By:_____

Date:_____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY
AND PROPERTY SITE MAP PARCEL 53-101 B

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-101B
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PORTION OF PARKER ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF PARKER ROAD AS RECORDED IN MAP BOOK 11, PAGE 1, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH ANGLE IRON WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°39'30" EAST, A DISTANCE OF 1323.96 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°35'04" EAST, A DISTANCE OF 402.98 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP 1605-E94 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28749.90 FEET, A CHORD BEARING OF NORTH 30°32'11" EAST AND A CHORD DISTANCE OF 88.89 FEET; THENCE FROM A TANGENT BEARING OF NORTH 30°26'52" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°10'38", A DISTANCE OF 88.89 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PARKER ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF PARKER ROAD, AS RECORDED IN MAP BOOK 11, PAGE 1, SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 63°38'35" WEST, A DISTANCE OF 15.39 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28713.01 FEET, A CHORD BEARING OF NORTH 30°39'47" EAST AND A CHORD DISTANCE OF 41.65 FEET; THENCE FROM A TANGENT BEARING OF NORTH 30°37'17" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°04'59", A DISTANCE OF 41.65 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID PARKER ROAD; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 65°17'11" EAST, A DISTANCE OF 15.43 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD 600 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 28749.90 FEET, A CHORD BEARING OF SOUTH 30°40'01" WEST AND A CHORD DISTANCE OF 42.10 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 30°42'32" WEST, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00°05'02", A DISTANCE OF 42.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 643 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

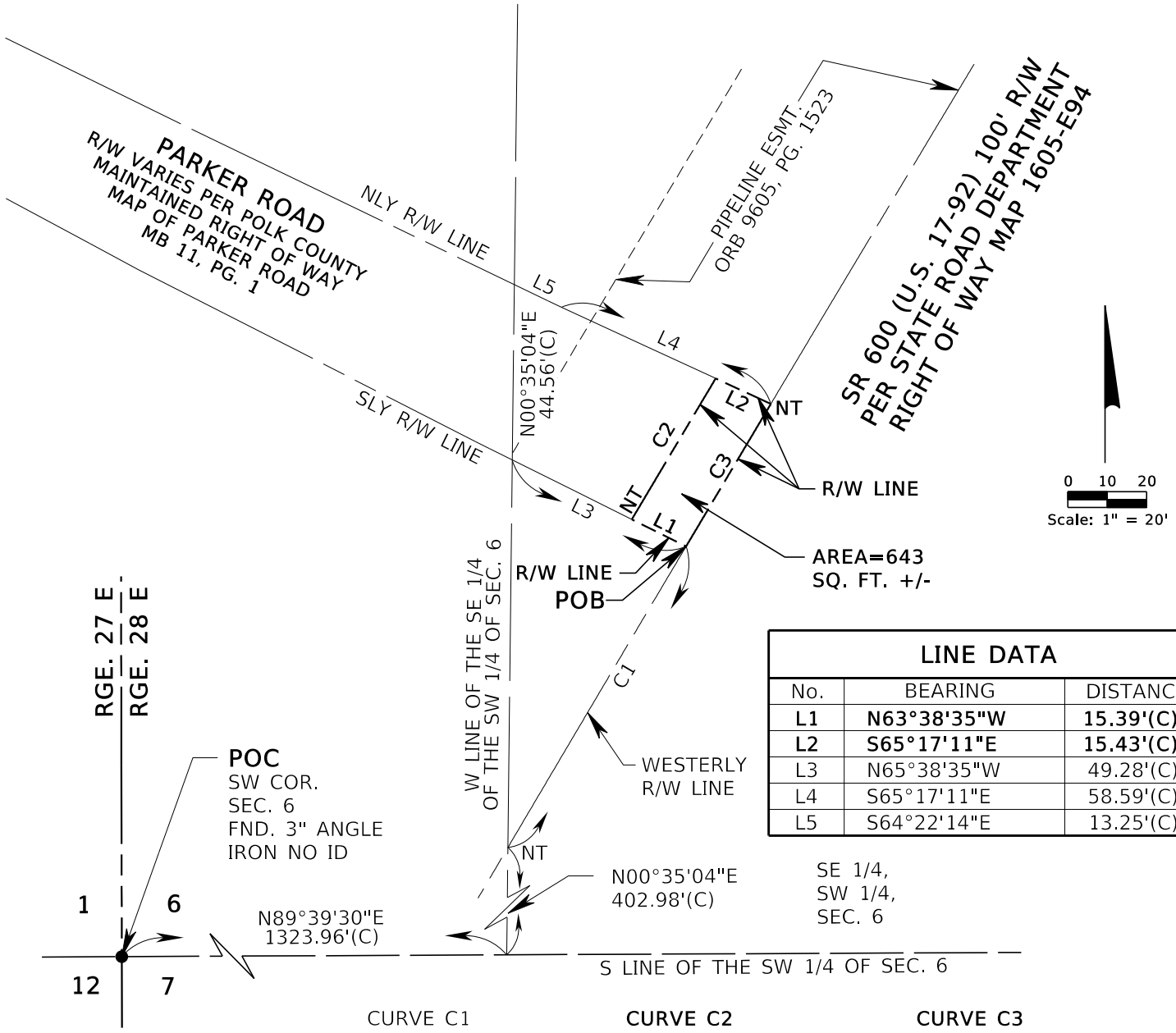
	BY	DATE
DRAWN	R. REBELLO	02/21/2024
CHECKED	M. SHATTO	02/22/2024

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 3

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-101B



LINE DATA		
No.	BEARING	DISTANCE
L1	N63°38'35"W	15.39'(C)
L2	S65°17'11"E	15.43'(C)
L3	N65°38'35"W	49.28'(C)
L4	S65°17'11"E	58.59'(C)
L5	S64°22'14"E	13.25'(C)

CURVE C1
Δ = 00°10'38"(C)
L = 88.89'(C)
R = 28749.90'(C)
CHD. = 88.89'(C)
CB = N30°32'11"E
TB = N30°26'52"E

CURVE C2
Δ = 00°04'59"(C)
L = 41.65'(C)
R = 28713.01'(C)
CHD. = 41.65'(C)
CB = N30°39'47"E
TB = N30°37'17"E

CURVE C3
Δ = 00°05'02"(C)
L = 42.10'(C)
R = 28749.90'(C)
CHD. = 42.10'(C)
CB = S30°40'01"W
TB = S30°42'32"W

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

TWP. 26 S

REVISION	BY	DATE
ADD CURVE C1	D. WILLIAMS	07/18/2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

	BY	DATE
DRAWN	R. REBELLO	02/21/2024
CHECKED	M. SHATTO	02/22/2024

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO,
FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 3

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-101B

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING NORTH 89°39'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.

3. PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

LEGEND

CHD. = CHORD DISTANCE
CB = CHORD BEARING
℄ = CENTERLINE
(C) = CALCULATED DATA
CCR = CERTIFIED CORNER RECORD
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CO. = COUNTY
COR. = CORNER
CM = CONCRETE MONUMENT
CR = COUNTY ROAD
CSX = CHESSIE SEABOARD CONSOLIDATED
D = DEGREE
(D) = DEED DATA
DB = DEED BOOK
DR. = DRIVE
ESMT. = EASEMENT
Δ = DELTA (CENTRAL ANGLE)
FND. = FOUND
(F) = FIELD DATA
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
ID = IDENTIFICATION
IP = IRON PIPE
IR = IRON ROD OR REBAR
IRC = IRON ROD AND CAP
L = LENGTH OF CURVE
LB = LICENSED BUSINESS
L/A = LIMITED ACCESS
MB = MAP BOOK
MON. = MONUMENTATION/MONUMENT
NO. = NUMBER
N/A = NOT APPLICABLE
NL = NAIL
N&D = NAIL & DISK
NT = NON-TANGENT
NTS = NOT TO SCALE
NLY = NORTHERLY
OR = OFFICIAL RECORD
ORB = OFFICIAL RECORD BOOK
PG. = PAGE
PLS = PROFESSIONAL LAND SURVEYOR
℄ = PROPERTY LINE
(P) = PLAT DATA
PB = PLAT BOOK
PC = POINT OF CURVATURE
PI = POINT OF INTERSECTION
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
P.O.T. = POINT ON TANGENT
PT = POINT OF TANGENCY
PROJ. = PROJECT
R = RADIUS
RR = RAILROAD
RGE. = RANGE
REF. = REFERENCE
R/W = RIGHT OF WAY
SEC. = SECTION
SLY = SOUTHERLY
SR = STATE ROAD
SQ. FT. = SQUARE FEET
T = TANGENT
TB = TANGENT BEARING
TC = TANGENT TO CURVE
TWP. = TOWNSHIP
UE = UTILITY EASEMENT

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

MARTIN JOSEPH SHATTO
License Number
5219
STATE OF FLORIDA
Registered Land Surveyor

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

REVISION	BY	DATE
UPDATE SIGNATURE	MJS	4/03/2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

	BY	DATE
DRAWN	R. REBELLO	02/21/2024
CHECKED	M. SHATTO	02/22/2024

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE NOTE 3 ABOVE

SECTION N/A

EXHIBIT "B"

LEGAL DESCRIPTION OF PROPERTY
AND PROPERTY SITE MAP PARCEL 53-213

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-213
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9457, PAGE 830, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1187.65 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9457, PAGE 830 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF SAID LANDS NORTH 24°05'04" WEST, A DISTANCE OF 690.36 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF CHESSIE SEABOARD CONSOLIDATED (CSX) RAILROAD, A 100 FEET WIDE RIGHT OF WAY AS SHOWN ON TRACK MAP V.3 S43-44 AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 11409.19 FEET, A CHORD BEARING OF NORTH 45°09'19" EAST AND A CHORD DISTANCE OF 122.31 FEET; THENCE FROM A TANGENT BEARING OF NORTH 44°50'53" EAST, NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°36'51", A DISTANCE OF 122.31 FEET TO THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 805.32 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG AFORESAID NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 NORTH 89°49'30" WEST, A DISTANCE OF 171.60 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.317 ACRES, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

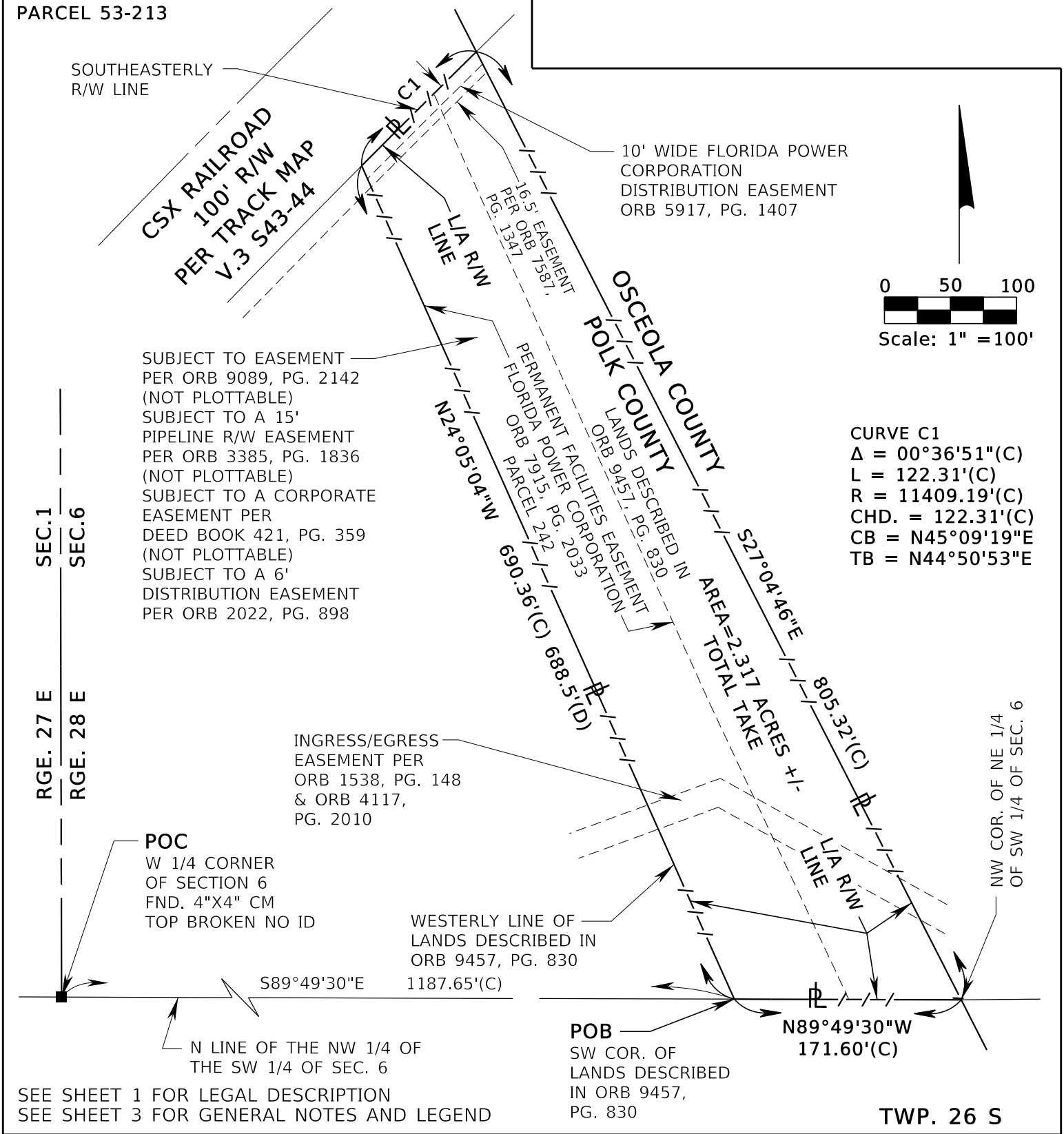
	BY	DATE
DRAWN	R. REBELLO	03/20/2023
CHECKED	M. SHATTO	03/28/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 3

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-213



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

TWP. 26 S

REVISION	BY	DATE
ADDED EASEMENT PER ORB 7587, PG. 1347	J. J PIERRE	01/11/2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

	BY	DATE
DRAWN	R. REBELLO	03/20/2023
CHECKED	M. SHATTO	03/28/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 3

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-213

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING SOUTH 89°49'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.

3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-213 DATED 11/19/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M. AND 3/11/2024 AT 8:00 A.M.

LEGEND

BLK = BLOCK
CHD. = CHORD DISTANCE
CB = CHORD BEARING
℄ = CENTERLINE
(C) = CALCULATED DATA
CCR = CERTIFIED CORNER RECORD
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CO. = COUNTY
CM = CONCRETE MONUMENT
COR. = CORNER
CR = COUNTY ROAD
CSX = CHESSIE SEABOARD CONSOLIDATED
D = DEGREE
(D) = DEED DATA
DB = DEED BOOK
DR. = DRIVE
Δ = DELTA (CENTRAL ANGLE)
FND. = FOUND
ELY = EASTERLY
(F) = FIELD
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FT. = FEET
ID = IDENTIFICATION
IP = IRON PIPE
IR = IRON ROD OR REBAR
IRC = IRON ROD AND CAP
L = LENGTH OF CURVE
LB = LICENSED BUSINESS
L/A = LIMITED ACCESS
MON. = MONUMENTATION/MONUMENT
NO. = NUMBER
N/A = NOT APPLICABLE
NELY = NORTHEASTERLY
NL = NAIL
NLY = NORTHERLY
N&D = NAIL & DISK
NT = NON-TANGENT
NTS = NOT TO SCALE
NWLY = NORTHWESTERLY
OR = OFFICIAL RECORD
ORB = OFFICIAL RECORD BOOK
PG. = PAGE
PLS = PROFESSIONAL LAND SURVEYOR
℄ = PROPERTY LINE
(P) = PLAT DATA
PB = PLAT BOOK
PEF = PROGRESS ENERGY FLORIDA
PC = POINT OF CURVATURE
PI = POINT OF INTERSECTION
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
P.O.T. = POINT ON TANGENT
PT = POINT OF TANGENCY
PROJ. = PROJECT
R = RADIUS
RD. = ROAD
RR = RAILROAD
RGE. = RANGE
REF. = REFERENCE
R/W = RIGHT OF WAY
SEC. = SECTION
SLY = SOUTHERLY
SELY = SOUTHEASTERLY
SR = STATE ROAD
ST. = STREET
T = TANGENT
TB = TANGENT BEARING
TC = TANGENT TO CURVE
TWP. = TOWNSHIP
UE = UTILITY EASEMENT
WLY = WESTERLY

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

MARTIN JOSEPH SHATTO
License Number
5219
STATE OF FLORIDA
Registered Land Surveyor

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

REVISION	BY	DATE
UPDATE TITLE	MJS	4/04/2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

	BY	DATE
DRAWN	R.REBELLO	03/20/2023
CHECKED	M. SHATTO	03/28/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE NOTE 3 ABOVE

SECTION N/A

EXHIBIT "C"

LEGAL DESCRIPTION OF PROPERTY
AND PROPERTY SITE MAP PARCEL 53-101 A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-101A
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PORTION OF LABOR CAMP ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF LABOR CAMP ROAD AS RECORDED IN MAP BOOK 11, PAGES 3 AND 4, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH TOP BROKEN AND NO IDENTIFICATION MARKING THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 SOUTH 89°49'30" EAST, A DISTANCE OF 1359.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID POLK/OSCEOLA COUNTY LINE SOUTH 26°17'27" EAST, A DISTANCE OF 1033.18 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LABOR CAMP ROAD, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF LABOR CAMP ROAD AS RECORDED IN MAP BOOK 11, PAGES 3 AND 4, SAID PUBLIC RECORDS; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 62°11'41" WEST, A DISTANCE OF 4.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 11°11'21" WEST, A DISTANCE OF 31.31 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID LABOR CAMP ROAD; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE NORTH 62°11'41" WEST, A DISTANCE OF 52.18 FEET; THENCE NORTH 11°11'21" EAST, A DISTANCE OF 31.31 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE SOUTH 62°11'41" EAST, A DISTANCE OF 52.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 1565 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE
REVISED TO BE PART A	R. REBELLO	02/21/2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

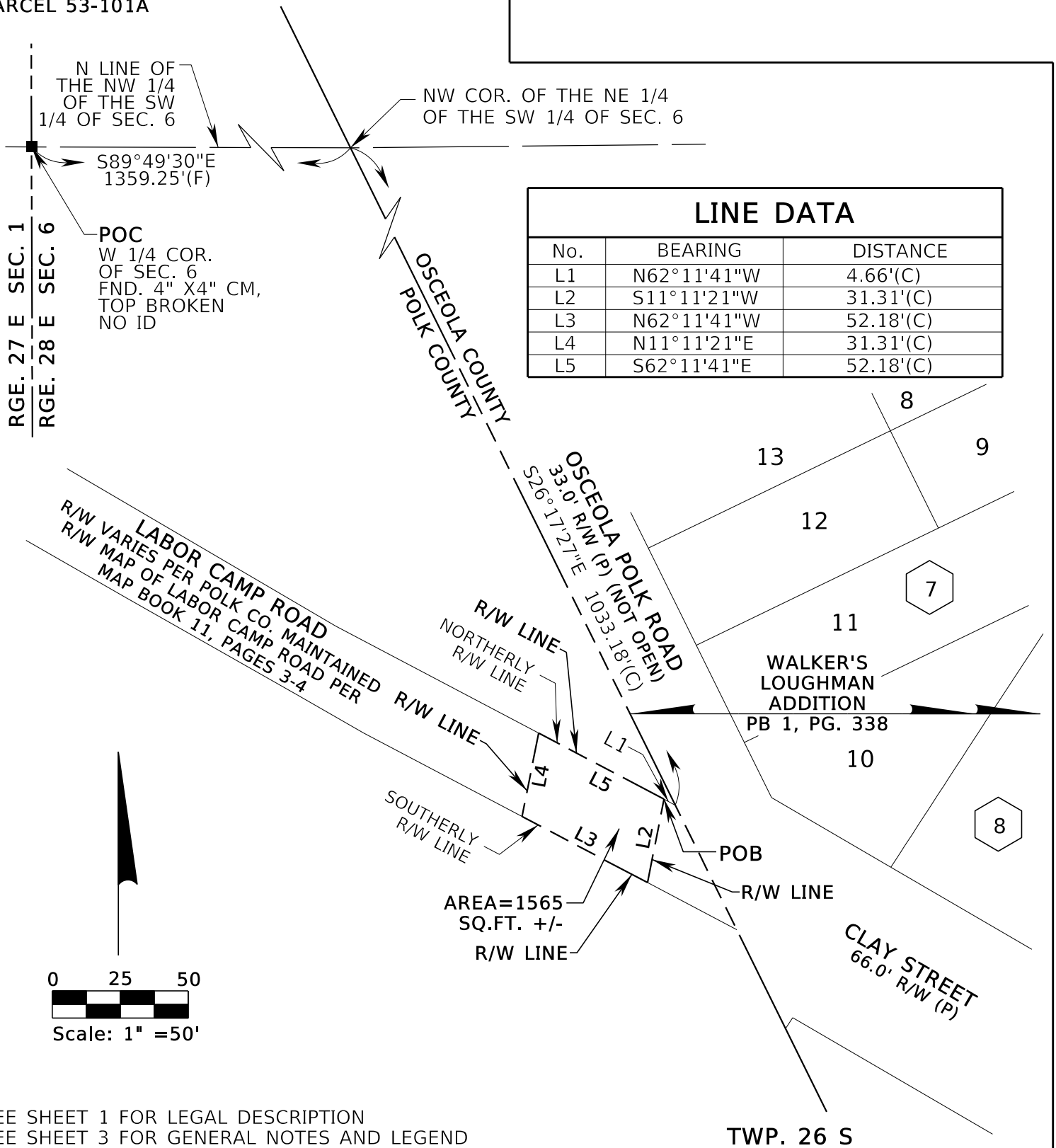
	BY	DATE
DRAWN	R. REBELLO	01/16/2024
CHECKED	M. SHATTO	01/17/2024

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 3

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-101A



LINE DATA

No.	BEARING	DISTANCE
L1	N62°11'41"W	4.66'(C)
L2	S11°11'21"W	31.31'(C)
L3	N62°11'41"W	52.18'(C)
L4	N11°11'21"E	31.31'(C)
L5	S62°11'41"E	52.18'(C)

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

TWP. 26 S

REVISION	BY	DATE
REVISED TO BE PART A	R. REBELLO	02/21/2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

	BY	DATE
DRAWN	R. REBELLO	01/16/2024
CHECKED	M. SHATTO	01/17/2024

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 3

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-101A

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING SOUTH 89°49'30" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.

3. PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

LEGEND

CHD. = CHORD DISTANCE
CB = CHORD BEARING
℄ = CENTERLINE
(C) = CALCULATED DATA
CCR = CERTIFIED CORNER RECORD
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CO. = COUNTY
COR. = CORNER
CM = CONCRETE MONUMENT
CR = COUNTY ROAD
CSX = CHESSIE SEABOARD CONSOLIDATED
D = DEGREE
(D) = DEED DATA
DB = DEED BOOK
DR. = DRIVE
ESMT. = EASEMENT
Δ = DELTA (CENTRAL ANGLE)
FND. = FOUND
(F) = FIELD DATA
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
ID = IDENTIFICATION
IP = IRON PIPE
IR = IRON ROD OR REBAR
IRC = IRON ROD AND CAP
L = LENGTH OF CURVE
LB = LICENSED BUSINESS
L/A = LIMITED ACCESS
MON. = MONUMENTATION/MONUMENT
NO. = NUMBER
N/A = NOT APPLICABLE
NL = NAIL
N&D = NAIL & DISK
NT = NON-TANGENT
NTS = NOT TO SCALE
NLY = NORTHERLY
OR = OFFICIAL RECORD
ORB = OFFICIAL RECORD BOOK
PG. = PAGE
PLS = PROFESSIONAL LAND SURVEYOR
℄ = PROPERTY LINE
(P) = PLAT DATA
PB = PLAT BOOK
PC = POINT OF CURVATURE
PI = POINT OF INTERSECTION
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
P.O.T. = POINT ON TANGENT
PT = POINT OF TANGENCY
PROJ. = PROJECT
R = RADIUS
RR = RAILROAD
RGE. = RANGE
REF. = REFERENCE
R/W = RIGHT OF WAY
SEC. = SECTION
SLY = SOUTHERLY
SR = STATE ROAD
SQ. FT. = SQUARE FEET
T = TANGENT
TB = TANGENT BEARING
TC = TANGENT TO CURVE
TWP. = TOWNSHIP
UE = UTILITY EASEMENT

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/29/2024.

MARTIN JOSEPH SHATTO
License Number
5219
STATE OF FLORIDA
Registered Land Surveyor

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

REVISION	BY	DATE
UPDATE SIGNATURE	MJS	4/03/2024
REVISED TO BE PART A	R. REBELLO	02/21/2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

	BY	DATE
DRAWN	R. REBELLO	01/16/2024
CHECKED	M. SHATTO	01/17/2024

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE NOTE 3 ABOVE

SECTION N/A

EXHIBIT "D"

PROPOSED PLAN SHEET FOR PARCEL 53-101 A

MAXIMO WO#: 42545809/42545812

DETAILED PROJECT#: F21047101/F21047102

OPERATING UNIT: TRMP

TLINE CREW AREA:
TBD

COUNTY: POLK & OSCEOLA

ONE LINE SEGMENT: ICB-2A, ICLW-1A, ICD-1, ICD2-2A

TLINE NAME:
69KV ICB & 230KV ICD

ENGINEER: DOUGLAS REED

CONTACT#: (407) 942-9471

PROJECT MANAGER: SHAHMALINI WAEEN

CONTACT#: (561) 281-8296

COORDINATES:
28° 15' 9.6500" N
81° 33' 15.9930" W

SITE ADDRESS:
6807 S ORANGE BLOSSOM TRAIL,
DAVENPORT, FL 33896

NEARBY HOSPITAL ADDRESS:
Z MEDICAL CENTER
7810 LAKE WILSON RD,
DAVENPORT, FL 33896

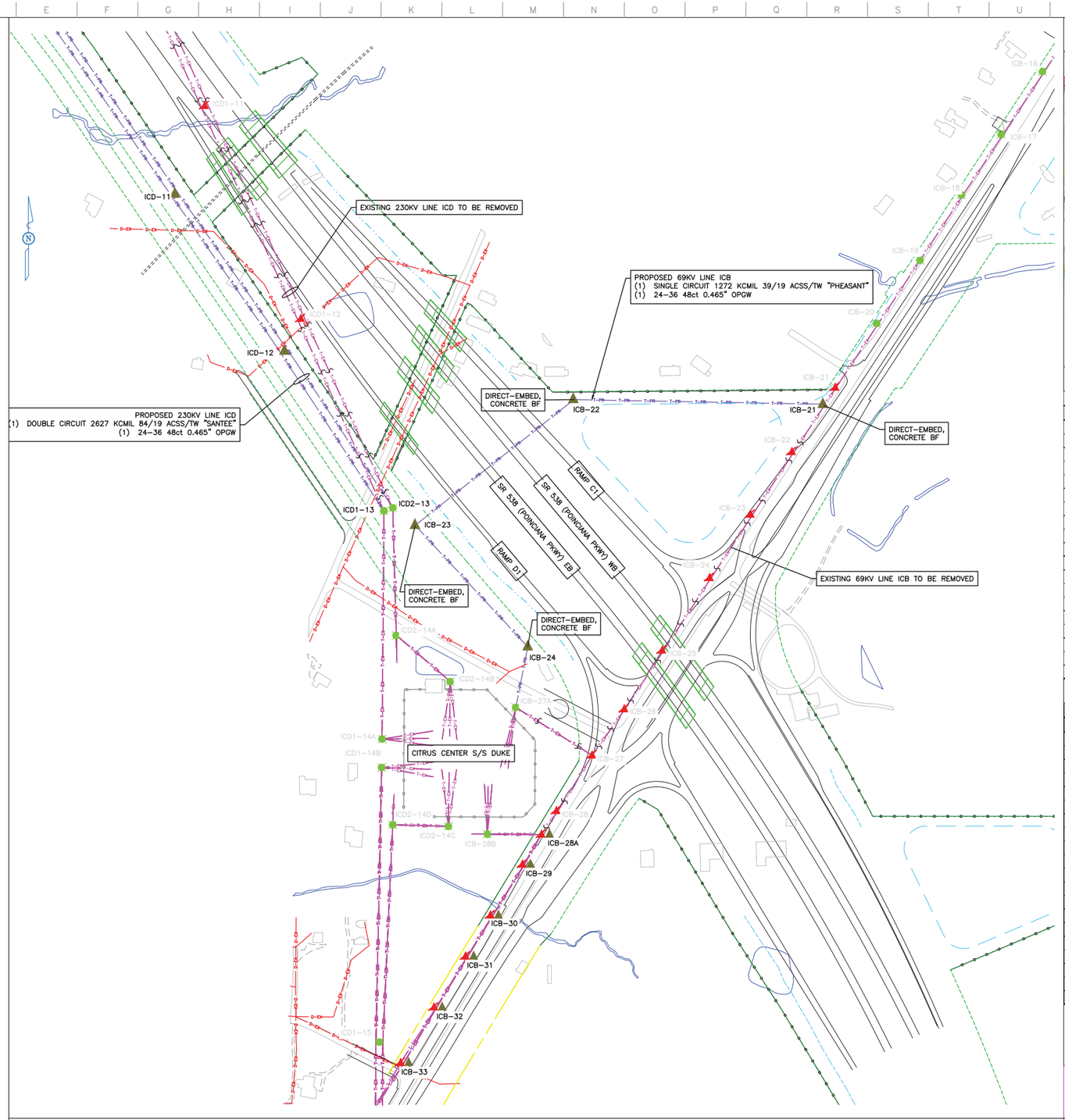
JOB NOTES:

1. THERE IS A TOTAL OF (5) SINGLE-POLE STEEL AND (5) CONCRETE STRUCTURES PROPOSED FOR THE ICB LINE, AND (9) STEEL POLES PROPOSED FOR THE ICD LINE.

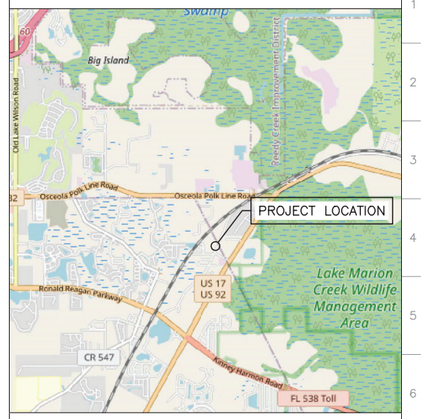
2. THERE IS A TOTAL OF (14) STRUCTURES TO BE REMOVED ON THE ICB LINE, AND (6) TO BE REMOVED ON THE ICD LINE.

3. FOUNDATIONS FOR THE 69KV ICB STRUCTURES ARE ASSUMED TO CONSIST OF (10) DIRECT-EMBED FOUNDATIONS – (5) THAT ARE 40FT DEEP, AND (5) THAT ARE 20FT DEEP.

4. FOUNDATIONS FOR THE 230KV ICD STRUCTURES ARE ASSUMED TO CONSIST OF (2) 10FT DIA., 50FT DEEP DRILLED PIER FOUNDATIONS. THE REMAINING (7) STRUCTURES ARE DIRECT EMBEDDED – (5) THAT ARE 45FT DEEP, AND (2) THAT ARE 50FT DEEP.



PROJECT LOCATION



PROPOSED STRUCTURES TO BE INSTALLED

LINE-STR #	TYPE	AGH (FT)	MATERIAL	FOUNDATION
ICB-21	21280	90	STEEL	DIRECT EMBED
ICB-22	21280	115	STEEL	DIRECT EMBED
ICB-23	21280	115	STEEL	DIRECT EMBED
ICB-24	21280	90	STEEL	DIRECT EMBED
ICB-28A	21280	90	STEEL	DIRECT EMBED
ICB-29	21444I	115	CONCRETE	DIRECT EMBED
ICB-30	21444I	115	CONCRETE	DIRECT EMBED
ICB-31	21444I	110	CONCRETE	DIRECT EMBED
ICB-32	21444I	105	CONCRETE	DIRECT EMBED
ICB-33	21444I	90	CONCRETE	DIRECT EMBED
ICD1-6A	31280	140	STEEL	DRILLED PIER
ICD2-6A	31280	140	STEEL	DRILLED PIER
ICD-7	32206	135	STEEL	DIRECT EMBED
ICD1-8	31280	125	STEEL	DIRECT EMBED
ICD2-8	31280	125	STEEL	DIRECT EMBED
ICD-9	32206	75	STEEL	DIRECT EMBED
ICD-10	32206	65	STEEL	DIRECT EMBED
ICD-11	32206	80	STEEL	DIRECT EMBED
ICD-12	32206	80	STEEL	DIRECT EMBED

EXISTING STRUCTURES TO BE REMOVED

LINE-STR #	TYPE	AGH (FT)	MATERIAL	FOUNDATION
ICB-21	21444I	60	CONCRETE	DIRECT EMBED
ICB-22	21444I	60	CONCRETE	DIRECT EMBED
ICB-23	21444I	60	CONCRETE	DIRECT EMBED
ICB-24	21444I	60	CONCRETE	DIRECT EMBED
ICB-25	21444I	65	CONCRETE	DIRECT EMBED
ICB-26	21444I	65	CONCRETE	DIRECT EMBED
ICB-27	21480I	70	CONCRETE	DIRECT EMBED
ICB-28	21444I	75	CONCRETE	DIRECT EMBED
ICB-28A	21480I	70	CONCRETE	DIRECT EMBED
ICB-29	21444I	115	CONCRETE	DIRECT EMBED
ICB-30	21444I	115	CONCRETE	DIRECT EMBED
ICB-31	21444I	110	CONCRETE	DIRECT EMBED
ICB-32	21444I	105	CONCRETE	DIRECT EMBED
ICB-33	21444I	90	CONCRETE	DIRECT EMBED
ICD-7	32206	120	STEEL	DIRECT EMBED
ICD-8	32206	135	STEEL	DIRECT EMBED
ICD-9	32206	135	STEEL	DIRECT EMBED
ICD-10	32206	120	STEEL	DIRECT EMBED
ICD-11	32206	120	STEEL	DIRECT EMBED
ICD-12	32206	120	STEEL	DIRECT EMBED

LEGEND (SOME OR ALL OF THESE SYMBOLS MAY BE USED)

- HYDROLOGY
- DRAIN RIGHT-OF-WAY
- FENCE
- GAS LINE
- EDGE OF PROPOSED ROAD
- RIGHT-OF-WAY
- RAILROAD TRACKS
- REMOVE TRANSMISSION
- EXISTING TRANSMISSION
- PROPOSED TRANSMISSION
- DISTRIBUTION
- INSTALL GUYING ANCHOR
- EXISTING GUYING ANCHOR
- REMOVE GUYING ANCHOR
- EXISTING TRANSMISSION POLE
- DISTRIBUTION POLE
- INSTALL POLE
- REMOVE POLE
- CONDUCTOR CHANGE
- AIR BREAK SWITCH

DUKE ENERGY.

8/16/22 DATE	V: NTS H: NTS SCALE	LINE ENGINEERING
MG DRAWN	MG TECH	WORK PLAN DRAWING 69KV ICB, AND 230KV ICD POINCIANA PARKWAY EXTENSION
JC CHECK	BH ENGR	
1 OF 1 SHEET	DWG. 001	

EXHIBIT "E"

COUNTY DEED
FOR PROPERTY

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

Marcos R. Marchena, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, FL 32814

R.E. Number:

Project SR 538

This deed is exempt from documentary stamp tax pursuant to Section 201.24, Florida Statutes and Rule 12B-4.014(10), Florida Administrative Code, as it represents a conveyance from between Florida governmental entities.

COUNTY DEED

THIS COUNTY DEED, is made effective as of the ____ day of _____, 2025 (the "**Effective Date**"), by **POLK COUNTY, FLORIDA,** a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 ("**Grantor**"), to and in favor of **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("**Grantee**").

W I T N E S S E T H:

The Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other valuable consideration, to it hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold to Grantee, its successors and assigns forever, all the right, title interest, including interests, if any, in rights which may have been reserved by operations of Section 270.11, Florida Statutes, claim and demand, which Grantor has in and to the following described land situate in Polk County, Florida, more particularly described in **EXHIBIT "A."**

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

ATTEST:
Stacy M. Butterfield
Clerk of the Board

By: _____
Deputy Clerk

Print Name:_____

(Seal)

POLK COUNTY, a political subdivision of the State of Florida

By: _____
_____, Chairman
Board of County Commissioners

EXHIBIT "A"

Polk County

Board of County Commissioners

Agenda Item R.20. 8/5/2025

SUBJECT

Approve Agreement between Texas Aquatic Harvesting, Inc. and Polk County for the purchase of a utility easement in the East Regional Water Service Area. ($75,000 one-time expense)

DESCRIPTION

The County has a project to construct a receiving station along the south side of Masterpiece Road at its intersection with Timberlane Road for alternative water being supplied by the Polk Regional Water Cooperative as part of its southeast transmission system. The receiving station is proposed to be connected to an existing water treatment facility known as the Timber Lake treatment facility located approximately 1-mile to the north of the receiving station at the northeast corner of Timber Lane Road and Pierce Drive. In order to connect the receiving station with the treatment facility a new water main is proposed generally along Timber Lane Road; however, limited right-of-way and existing conflicts on the southern portion of Timber Lane Road preclude the construction of the pipeline without acquiring multiple utility easements. A proposed easement was identified, measuring 15-feet wide, along the eastern boundary of a large tract of land owned by Texas Aquatic Harvesting, Inc. which would accommodate the construction, operation and future maintenance of a portion of the proposed pipeline from Masterpiece Road to Stumpknocker Road which would circumvent the constrained areas of Timber Lane Road. The County contacted the owner of the property regarding who was agreeable to selling an easement. Negotiations with the owner have resulted in a proposed purchase price of $75,000 and it has executed an Agreement.

The County Attorney's Office and the Real Estate Services Director have reviewed the proposed agreement and recommend approval. Approving the Agreement and authorizing the issuance of funds for the purchase will give the County the easement needed for the construction, operation and maintenance of the proposed water pipeline.

RECOMMENDATION

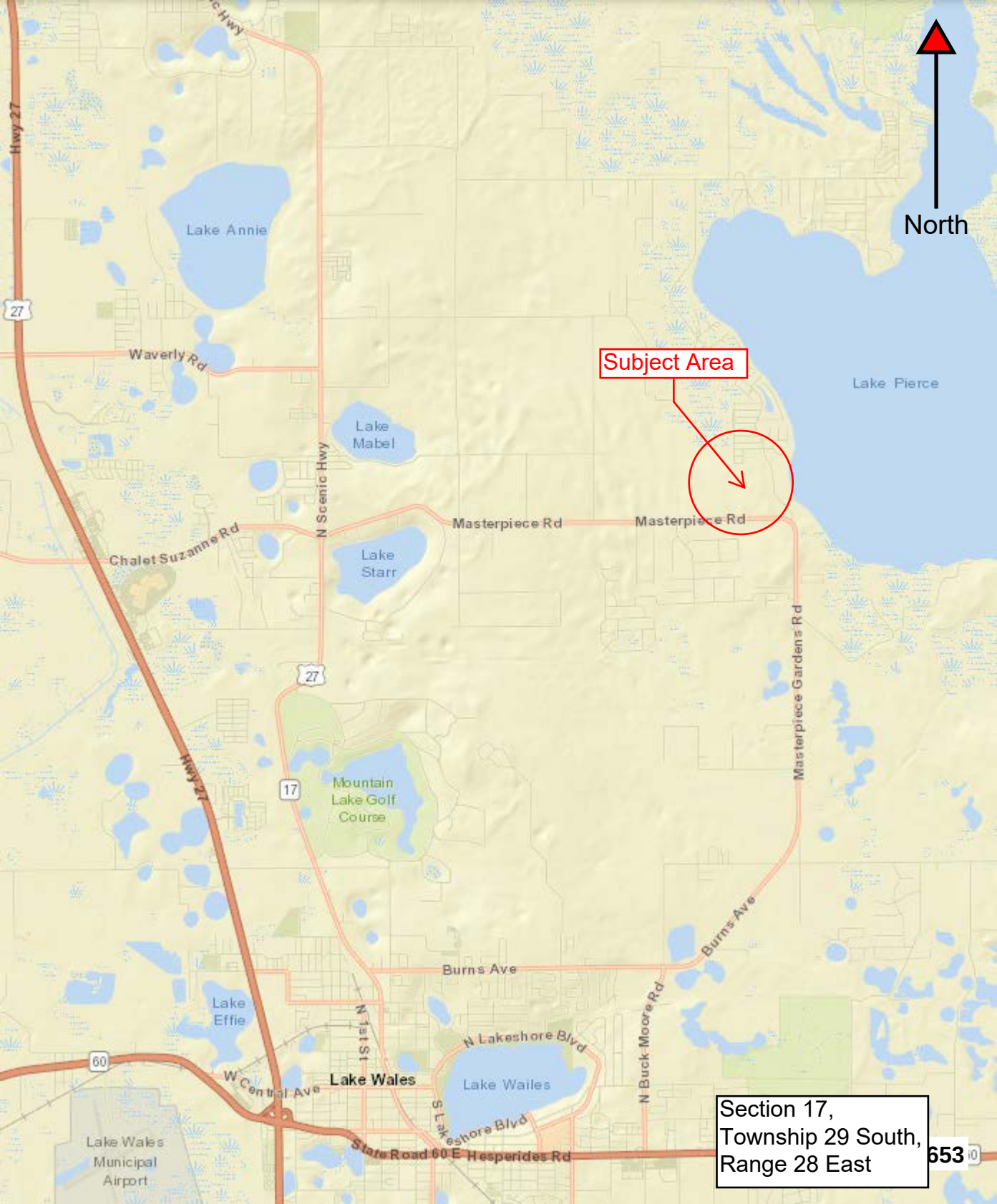
Recommend Board approve the Agreement and authorize the issuance of funds in the amount of $75,000 for the purchase.

FISCAL IMPACT

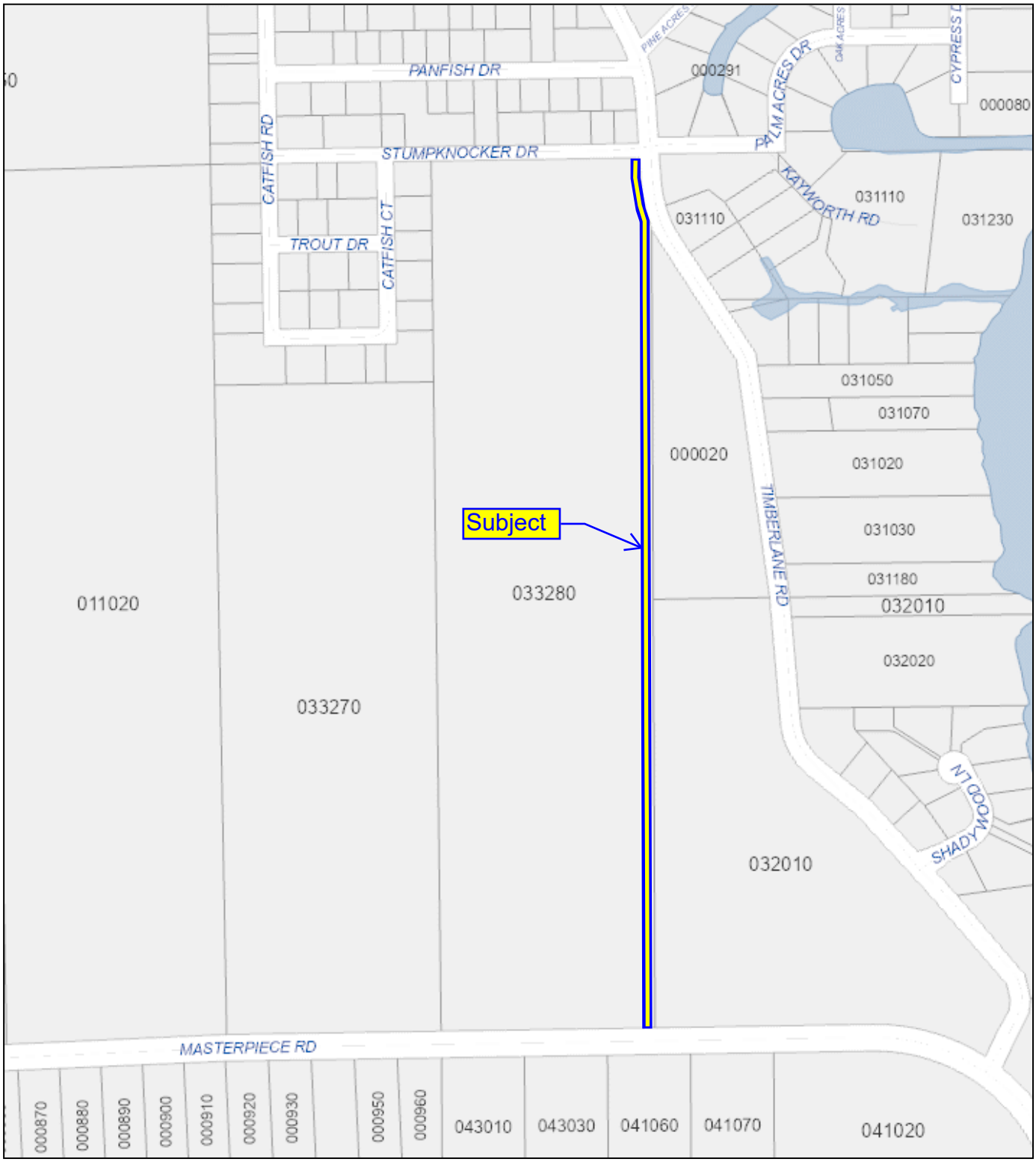
Funds are available for the purchase and associated closing costs in the Utilities Fund ERUSA AWS Receiving Facility.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


North
Subject Area
Lake Annie
Lake Pierce
Lake Mabel
Lake Starr
Waverly Rd
Masterpiece Rd
Masterpiece Rd
Masterpiece Gardens Rd
Chalet Suzanne Rd
N Scenic Hwy
Hwy 27
Hwy 27
27
27
17
60
Mountain Lake Golf Course
Burns Ave
Burns Ave
Lake Effie
N 1st St
N Lakeshore Blvd
N Buck Moore Rd
W Central Ave
Lake Wales
Lake Wailes
S Lakeshore Blvd
State Road 60 E
Hesperides Rd
Lake Wales Municipal Airport
Section 17, Township 29 South, Range 28 East

SECTION 17, TOWNSHIP 29 SOUTH, RANGE 28 EAST



Board of County Commissioners

Parent Parcel I.D. No.: 282917-000000-033280

AGREEMENT

STATE OF FLORIDA
COUNTY OF POLK

THIS AGREEMENT made and entered into this 15TH day of July, 2025, by and between **TEXAS AQUATIC HARVESTING, INC.**, a Florida corporation, whose address is 2 Seaboard Avenue, Lake Wales, Florida 33853 ("Owner"), and **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 9005, Drawer RE-01, Bartow, Florida 33831-9005 ("County").

WITNESSETH

WHEREAS, County has a project to construct an alternative water supply receiving station to the south of the intersection of Masterpiece Road and Timberlane Road which will connect to the existing water treatment facility located at the northeast corner of Timberland Road and Lake Pierce Drive ("Project"). The proposed route for the water pipeline to connect the receiving station with the treatment facility is located along the eastern boundary of the Owner's property identified as Parcel ID Number 282917-000000-033280 and will require an easement for the construction, operation and maintenance of the proposed water pipeline over that portion of the Owner's property more particularly described and shown in Exhibit "A" ("Property").

NOW, THEREFORE, in consideration of the premises and the sum of one dollar each to the other paid, it is agreed as follows:

(a) Owner agrees to sell and grant a perpetual easement interest in the Property by Utility Easement, unto the County, for the amount of $75,000.00 (Seventy-Five Thousand and 00/100 dollars).

(b) The County shall pay unto the Owner the sum of $75,000 by County Warrant, within forty-five (45) days from the date hereof upon simultaneous delivery of said Easement.

(c) The County agrees to repair or replace any perimeter fencing that is damaged or destroyed as a direct result of the Project.

(d) The County agrees to pay all closing costs associated with the transaction which shall include such items as documentary stamps taxes and recording costs.

(e) The Owner agrees and expressly acknowledges that the monies paid and other considerations given in accordance with this Agreement are just and full compensation for all property interest and or claims arising from this acquisition and no other monies including fees and/or cost are owed by the County to Owner.

* **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

PURCHASER:
POLK COUNTY, a political subdivision of the State of Florida

By: _____ 7/15/25
R. Wade Allen, Director
Polk County Real Estate Services
Its Agent

OWNER:
TEXAS AQUATIC HARVESTING, INC.
a Florida corporation

By: _____ 7/15/25
James P. Vaughn, President

Date approved by the BoCC:

_____

Project Name: MASTERPIECE ROAD PARCELS Project Number: 9817E25-1
Tax Folio Number: 282917-000000-033280

DESCRIPTION

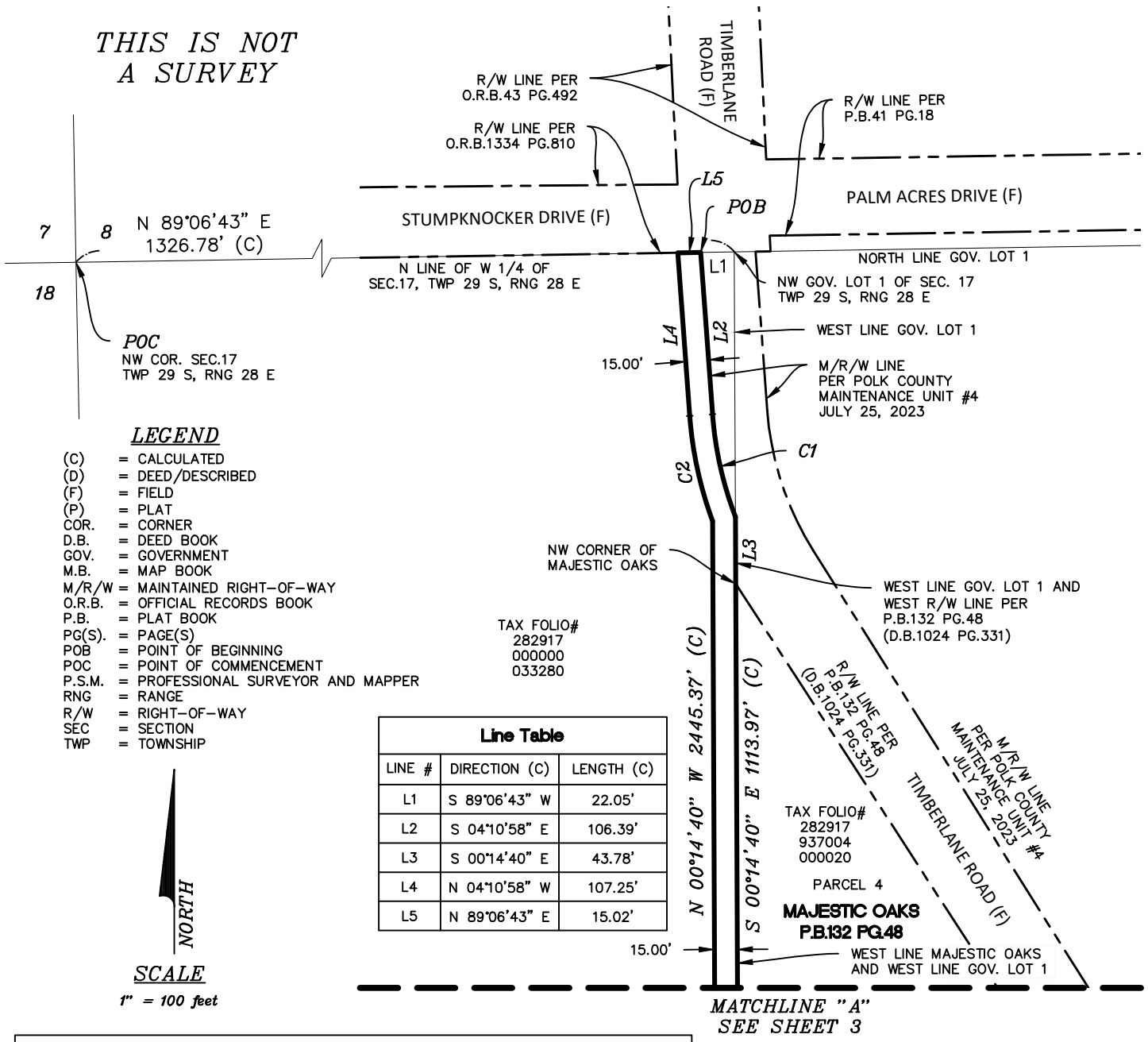
A parcel of land lying in the West 1/4 of Section 17, Township 29 South, Range 28 East, Polk County, Florida, being a strip of land 15.00 feet wide and being described as follows:

Commence at the Northwest corner of said Section 17; thence North 89°06'43" East, along the North line of said West 1/4 of Section 17, a distance of 1326.78 feet to the Northwest corner of Government Lot 1 of said Section 17; thence South 89°06'43" West, along said North line 22.05 feet to a point on the West maintained right-of-way line of Timberlane Road, as determined by Polk County Roadway Maintenance Supervisor, District 4 on July 25, 2023, and the **Point of Beginning**; thence South 04°10'58" East, along said West maintained right-of-way line, 106.39 feet to the point of curvature of a curve to the left having a radius of 236.00 feet, a central angle of 16°48'20", a chord bearing of South 12°35'08" East, and a chord distance of 68.97 feet; thence along said curve and said West maintained right-of-way line, 69.22 feet to a non-tangent line, being the West line of said Government Lot 1 and being on the West right-of-way line of said Timberlane Road, as shown on the plat of MAJESTIC OAKS, as recorded in Plat Book 132, Page 48, Public Records of Polk County, Florida; thence South 00°14'40" East, along said West line and said West right-of-way line, 43.78 feet to the Northwest corner of said MAJESTIC OAKS; thence continue South 00°14'40" East, leaving said West right-of-way line and along said West line of Government Lot 1 and the West line of said Majestic Oaks, 1113.97 feet to the Southwest corner of said MAJESTIC OAKS and also the Northwest corner of Government Lot 2 of said Section 17; thence continue South 00°14'40" East, along the West line of said Government Lot 2, a distance of 1290.15 feet to the North right-of-way line of State Road S-17-A (Masterpiece Road) as described in Official Records Book 62, Page 533, of said Public Records; thence South 89°04'09" West, along said North right-of-way line, 15.00 feet to a line 15.00 feet West of and parallel with said West line of Government Lots 1 and 2; thence North 00°14'40" West, along said parallel line, 2445.37 feet to a point on a curve to the right having a radius of 251.00 feet, a central angle of 16°10'10", a chord bearing of North 12°16'03" West, and a chord distance of 70.60 feet; thence along said curve, 70.83 feet to the point of tangency; thence North 04°10'58" West, 107.25 feet to said North line of the West 1/4; thence North 89°06'43" East, along said North line, 15.02 feet to the **Point of Beginning.**

Containing 0.90 acres, more or less.

SHEET 1 OF 5 FOR SKETCH SEE SHEET 2 THRU 5

REVISION		DATE	BY



LEGEND

(C)	=	CALCULATED
(D)	=	DEED/DESCRIBED
(F)	=	FIELD
(P)	=	PLAT
COR.	=	CORNER
D.B.	=	DEED BOOK
GOV.	=	GOVERNMENT
M.B.	=	MAP BOOK
M/R/W	=	MAINTAINED RIGHT-OF-WAY
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
PG(S).	=	PAGE(S)
POB	=	POINT OF BEGINNING
POC	=	POINT OF COMMENCEMENT
P.S.M.	=	PROFESSIONAL SURVEYOR AND MAPPER
RNG	=	RANGE
R/W	=	RIGHT-OF-WAY
SEC	=	SECTION
TWP	=	TOWNSHIP

NORTH

SCALE

1" = 100 feet

Line Table

LINE #	DIRECTION (C)	LENGTH (C)
L1	S 89°06'43" W	22.05'
L2	S 04°10'58" E	106.39'
L3	S 00°14'40" E	43.78'
L4	N 04°10'58" W	107.25'
L5	N 89°06'43" E	15.02'

Curve Table

CURVE #	RADIUS (C)	CENTRAL ANGLE (C)	CHORD BEARING (C)	CHORD (C)	LENGTH (C)
C1	236.00'	16°48'20"	S 12°35'08" E	68.97'	69.22'
C2	251.00'	16°10'10"	N 12°16'03" W	70.60'	70.83'

SURVEYOR'S NOTES.

BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

SEE SHEET 1 OF 5 FOR DESCRIPTION.

DATE 07/01/25

BRYAN C. ZELENENKI, P.S.M.
FLORIDA REGISTRATION #7140
SURVEYING AND MAPPING SECTION

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

DESCRIPTION SKETCH

LOCATED IN SECTION 17, TOWNSHIP 29 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA.

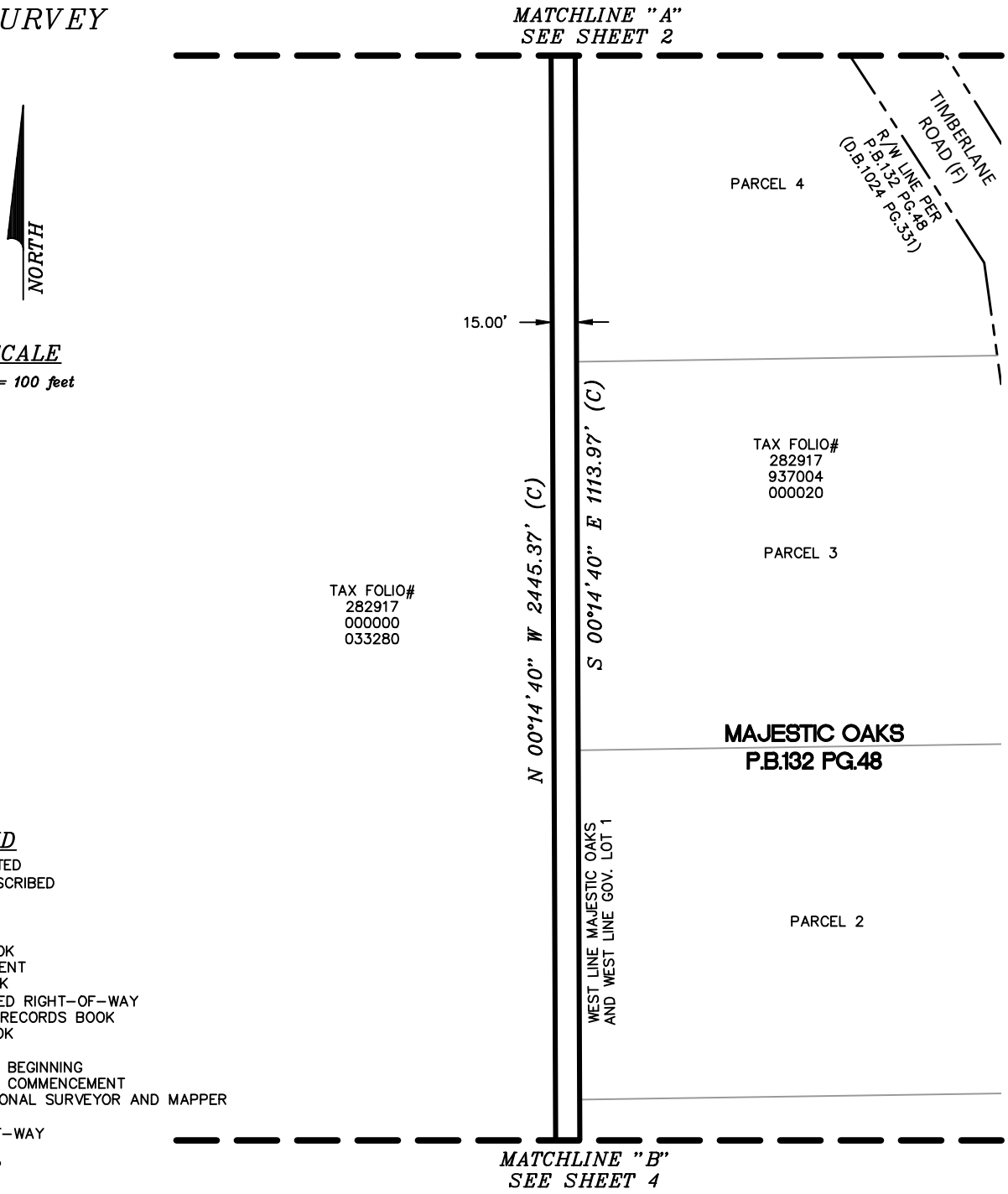
REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE
3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880
PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No.	Drawn by:	Checked by:	Check Date:
2 of 5	BCZ	JRN	??/??/??
Parcel Number:	PREPARED FOR:		File Name:
N/A	REAL ESTATE SERVICES		9817E25-1

POLK COUNTY

THIS IS NOT A SURVEY



LEGEND

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SURVEYOR'S NOTES.

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SEE SHEET 1 OF 5 FOR DESCRIPTION.

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DESCRIPTION SKETCH

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REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE
3000 SHEFFIELD ROAD,
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PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No.	Drawn by:	Checked by:	Check Date:
3 of 5	BCZ	JRN	??/??/??
Parcel Number:	PREPARED FOR:		File Name:
N/A	REAL ESTATE SERVICES		9817E25-1

POLK COUNTY

THIS IS NOT A SURVEY

SCALE

1" = 100 feet

MATCHLINE "B"
SEE SHEET 3

WEST LINE MAJESTIC OAKS AND WEST LINE GOV. LOT 1

S 00°14'40" E 1113.97' (C)

TAX FOLIO#
282917
937004
000020

PARCEL 1

MAJESTIC OAKS
P.B.132 PG.48

SW CORNER OF MAJESTIC OAKS

SOUTH LINE MAJESTIC OAKS AND SOUTH LINE GOV. LOT 1

NORTH LINE GOV. LOT 2

NW GOV. LOT 2 OF SEC. 17
TWP 29 S, RNG 28 E

N 00°14'40" W 2445.37' (C)

WEST LINE GOV. LOT 2

TAX FOLIO#
282917
000000
033280

15.00'

TAX FOLIO#
282917
000000
032010

S 00°14'40" E 1290.15' (C)

MATCHLINE "C"
SEE SHEET 5

LEGEND

(C)	= CALCULATED
(D)	= DEED/DESCRIBED
(F)	= FIELD
(P)	= PLAT
COR.	= CORNER
D.B.	= DEED BOOK
GOV.	= GOVERNMENT
M.B.	= MAP BOOK
M/R/W	= MAINTAINED RIGHT-OF-WAY
O.R.B.	= OFFICIAL RECORDS BOOK
P.B.	= PLAT BOOK
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RNG	= RANGE
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SURVEYOR'S NOTES.

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SEE SHEET 1 OF 5 FOR DESCRIPTION.

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DESCRIPTION SKETCH

LOCATED IN SECTION 17, TOWNSHIP 29 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE
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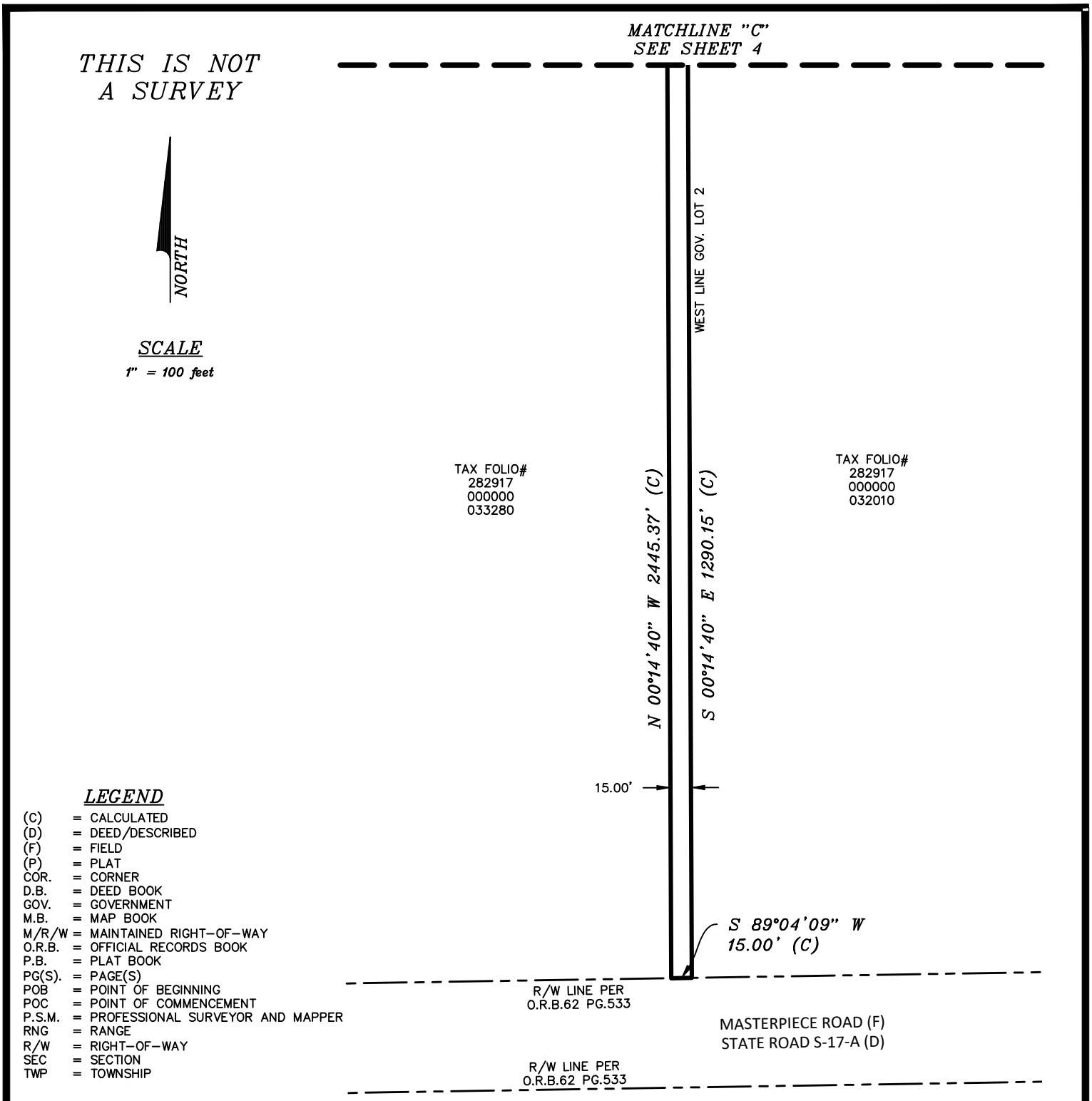
WINTER HAVEN, FL 33880
PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No.	Drawn by:	Checked by:	Check Date:
4 of 5	BCZ	JRN	??/??/??
Parcel Number:	PREPARED FOR:		File Name:
N/A	REAL ESTATE SERVICES		9817E25-1

POLK COUNTY



LEGEND

(C)	=	CALCULATED
(D)	=	DEED/DESCRIBED
(F)	=	FIELD
(P)	=	PLAT
COR.	=	CORNER
D.B.	=	DEED BOOK
GOV.	=	GOVERNMENT
M.B.	=	MAP BOOK
M/R/W	=	MAINTAINED RIGHT-OF-WAY
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
PG(S).	=	PAGE(S)
POB	=	POINT OF BEGINNING
POC	=	POINT OF COMMENCEMENT
P.S.M.	=	PROFESSIONAL SURVEYOR AND MAPPER
RNG	=	RANGE
R/W	=	RIGHT-OF-WAY
SEC	=	SECTION
TWP	=	TOWNSHIP

SURVEYOR'S NOTES.

BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

SEE SHEET 1 OF 5 FOR DESCRIPTION.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

DESCRIPTION SKETCH

LOCATED IN SECTION 17, TOWNSHIP 29 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE
3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880
PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No.	Drawn by:	Checked by:	Check Date:
5 of 5	BCZ	JRN	??/??/??
Parcel Number:	PREPARED FOR:		File Name:
N/A	REAL ESTATE SERVICES		9817E25-1

POLK COUNTY

Polk County

Board of County Commissioners

Agenda Item R.21. 8/5/2025

SUBJECT

Approve Land Purchase Agreement in conjunction with the purchase of conservation preservation property located in the Lake Wales Ridge Ecosystem Project - Crooked Lake West Area, Burdon parcel ($2,000 one-time expense)

DESCRIPTION

The County through its Environmental Lands Acquisition program routinely acquires title to properties for conservation preservation purposes. Through this acquisition program the County has accumulated a large land holding within the Lake Wales Ridge Ecosystem known as the Crooked Lake West Area; however, many of the parcels are scattered and non-contiguous making land management activities very difficult. The County's Natural Resources section has identified numerous parcels which if acquired would infill and add to the overall conservation area while aiding in future land management activities. The County is in the process of contacting the property owners of the identified parcels, many of whom are out of state, with an offer to purchase the specific parcels. Several property owners are still reviewing the offer and others, such as the one referenced below, have decided to accept the County's offer, and have executed an agreement for the sale of their property.

Approving the following agreement will allow the County to purchase and take ownership of the subject property. It will also allow the parcel to be incorporated into the existing Crooked Lake West conservation preservation area and aid in the overall land management of the area:

1. Land Purchase Agreement between Clayton Burdon, and Polk County for the purchase of Parcel ID Number 273122-000000-042120 for the amount of $2,000. The property is a vacant, nearly rectangular-shaped parcel containing approximately 1.25 acres lying in Section 22, Township 31 South, Range 27 East.

RECOMMENDATION

Request Board approve the afore-mentioned Land Purchase Agreement and authorize the issuance of a check in the amount of $2,000 for the purchase.

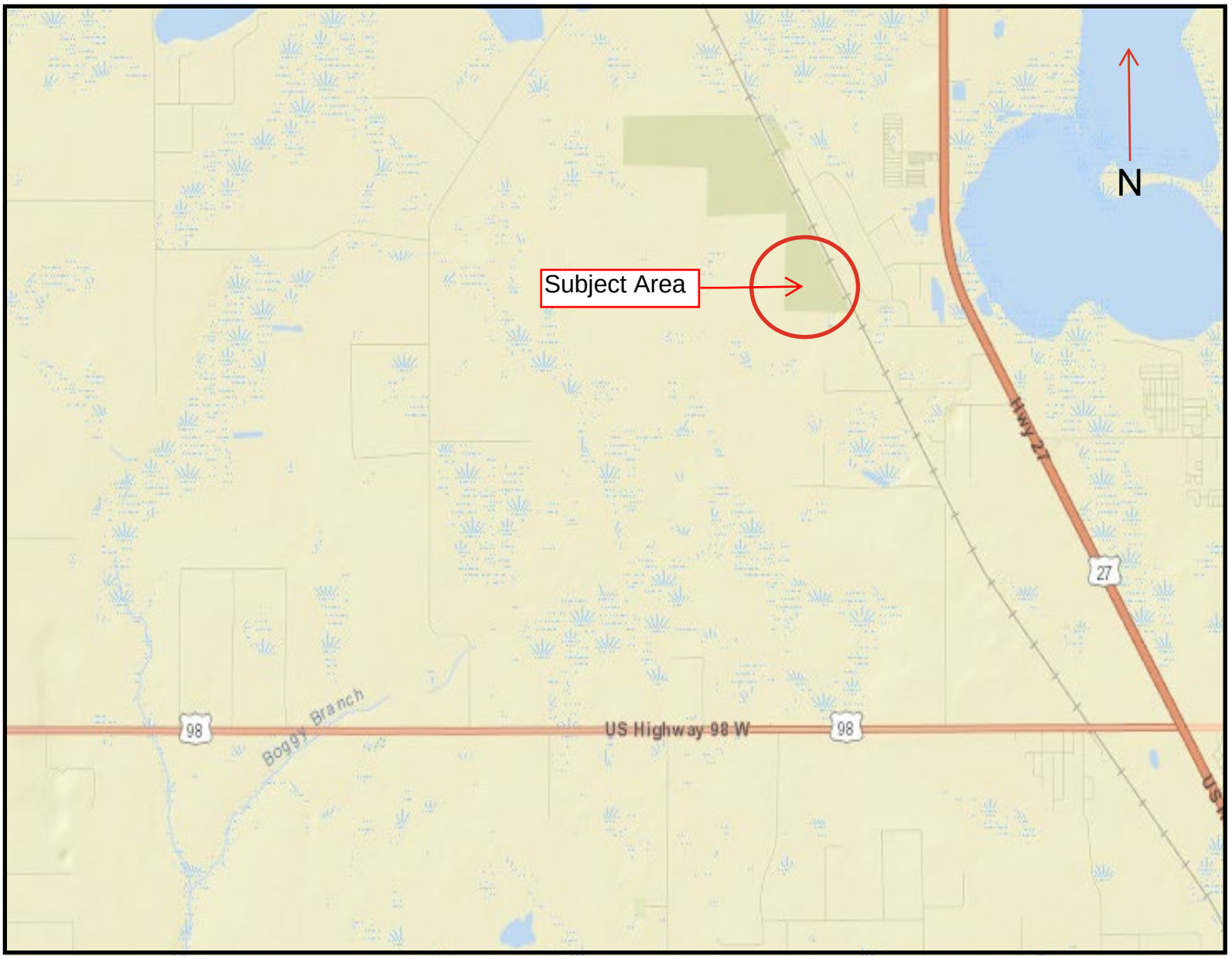
FISCAL IMPACT

Funds are available for the purchase of the properties in the Environmental Lands Acquisition Fund.

CONTACT INFORMATION

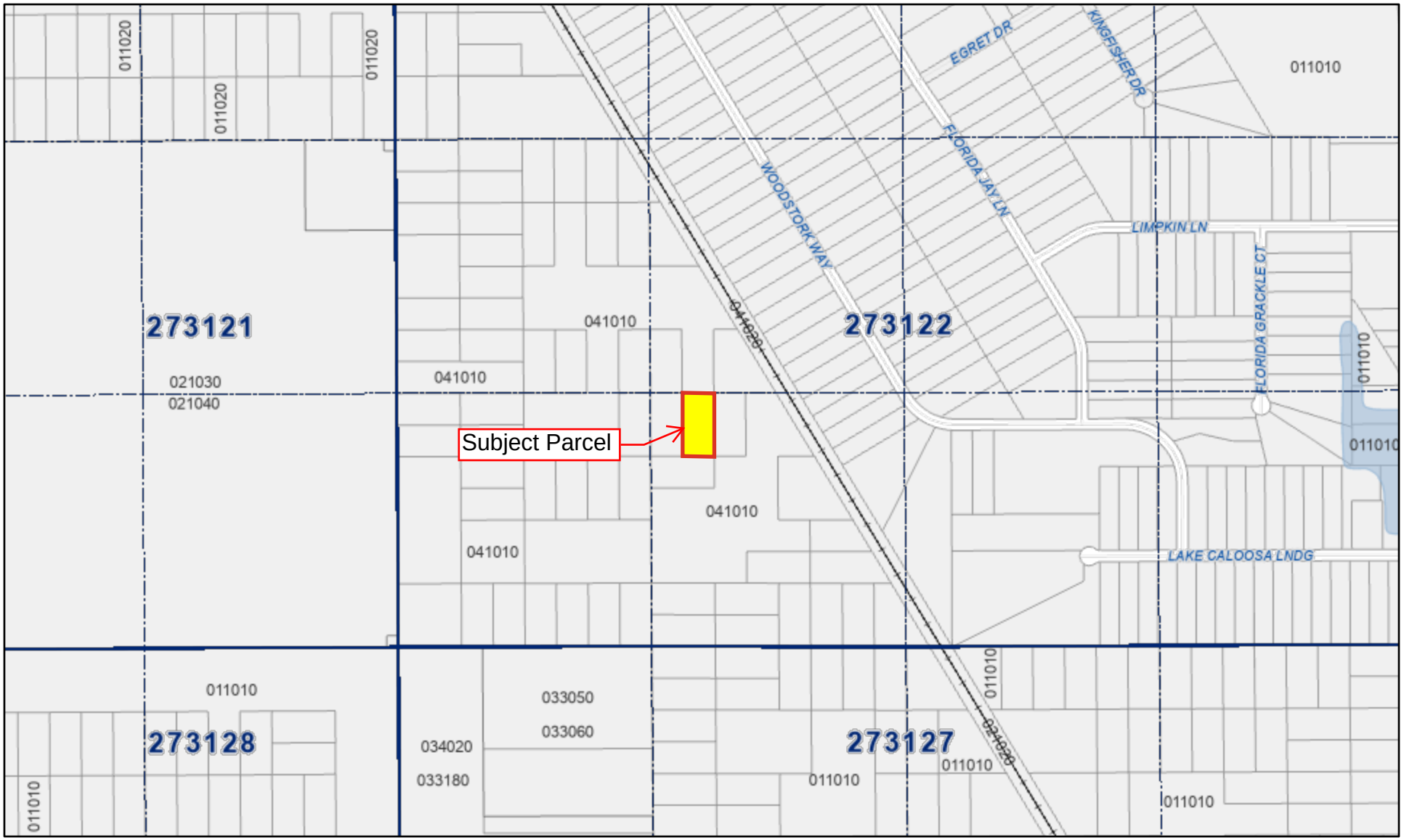
R. Wade Allen, Director
Real Estate Services
863-534-2577

Section 22, Township 31 South, Range 27 East



Section 22, Township 31 South, Range 27 East

.



0 380 760 1,520 Feet

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".

Polk County Property Appraiser
Polk County, Florida

July 8, 2025

N
W E
S

Board of County Commissioners

Crooked Lake West Project Area
Parcel ID Number: 273122-000000-042120

LAND PURCHASE AGREEMENT

COUNTY OF POLK
STATE OF FLORIDA

THIS AGREEMENT made and entered into this 22 day of June, 2025, between **Clayton Burdon, a single man** whose mailing address is 40 Oxford Street, Unit 1006, Hamilton, Ontario L8R 2X2, Canada, hereinafter referred to as "Owner", and **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 9005, Bartow, Florida 33831-9005, hereinafter referred to as "Purchaser".

WITNESSETH

WHEREAS, Owner agrees to sell to Purchaser and Purchaser agrees to purchase from Owner the land identified as **Parcel ID Number 273122-000000-042120** located in Polk County, Florida, as further described in **Exhibit "A"**, containing approximately 1.25 acres, together with all improvements, easements, and appurtenances, (collectively, the "Property"), in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar each to the other paid, it is agreed as follows:

(a) Owner agrees to sell and convey the Property by Warranty Deed, free of liens and encumbrances, unto Purchaser, for the sum of **$2,000.00 (Two Thousand Dollars)**.

(b) Purchaser shall pay unto the Owner the total sum of $2,000.00, by County Warrant, within ninety (90) days from the date hereof upon simultaneous delivery of such instrument of conveyance. Any improvements or personal property not removed from the Property by closing shall be considered abandoned by the Owner.

(c) Owner shall be responsible for the payment of any past due property taxes or current property taxes for which tax bills are available. Purchaser will be responsible for current year taxes for which no tax bill is available yet (if any) pro-rated through date of closing. Purchaser shall be responsible for the recording of the deed of conveyance.

(d) Owner shall be responsible for the payment of all real estate fees or commission due, if any, and any payment(s) due will be deducted at closing from Owner's proceeds. Purchaser represents it has not incurred the services of a broker.

(e) The Owner agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement is just and full compensation for all property interest and/or claims arising from this acquisition and no other monies, including fees and/or costs, are owed by the County to Owner.

- **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date shown above.

PURCHASER:
POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By: _____
Melanea D. Hough, Professional Real Estate Services

OWNER:

By: _____
Clayton Burdon

APPROVED BY:

By: _____ 7/8/25
R. Wade Allen, Director
Real Estate Services
Its Agent

Exhibit "A"

Tract No. 186: The East 165 feet of the West 330 feet of the North 330 feet of the South 1320 feet of the East 3/4 of the South 1/2 of Section 22, Township 31 South, Range 27 East. The South 30 feet thereof subject to an easement for road right-of-way.

Being Parcel I.D. #273122-000000-042120

Being the same property described in that certain Warranty Deed recorded in Official Record Book 2024 at Page 1345, Public Records of Polk County, Florida.

Agenda Item R.22. 8/5/2025

SUBJECT

Declare surplus and authorize the public sale of County-owned remnant right-of-way parcels associated with the Kathleen Road Phase 2 Project. (Potential for $60,000 or greater, one-time revenue)

DESCRIPTION

The County acquired multiple residential lots lying adjacent to the east of Kathleen Road and to the south of Spivey Road in the Olive Crest subdivision in conjunction with a project to four lane the roadway. The County negotiated the purchases of the lots in their entirety due to impacts to the properties by the project. The project has been completed and the necessary right-of-way for the completed roadway has been excluded which resulted in small remnant parcels which are no longer needed by the County. Individually the remnant parcels are not buildable; however, they are contiguous parcels and collectively total approximately eight-tenths of an acre (~34,800 square feet). In an effort to reduce the County's Land Inventory, staff is requesting the public sale of the remnant parcels, as a single unit. The County hired an independent appraiser to establish a market value for the consolidated remnant parcel and a value of $60,000 was established. Staff is requesting the Board authorize the public sale of the remnant parcels, as a single unit, to the highest bidder whose bid meets or exceeds the minimum bid amount and approve the appraised amount of $60,000 as the minimum bid amount.

Florida Statutes allow for the disposal of County-owned real property by declaring the property surplus and authorizing a public sale to the highest bidder. Declaring the subject parcel surplus and authorizing its sale will allow the public to purchase the parcel, place it back on the tax roll, remove the property from the County Land Inventory and allow the County to cease any maintenance activities associated with the parcel.

RECOMMENDATION

Request the Board declare County-owned remnant parcel described above surplus and authorize its public sale to the highest bidder at or above the minimum bid amount. Also, request Board approve a minimum bid amount of $60,000 for the purchase of the property with the condition that the recording fees and documentary stamps shall be borne by the prospective buyer. Ownership of the property will be transferred in "as is" condition and conveyance will be by County Deed.

FISCAL IMPACT

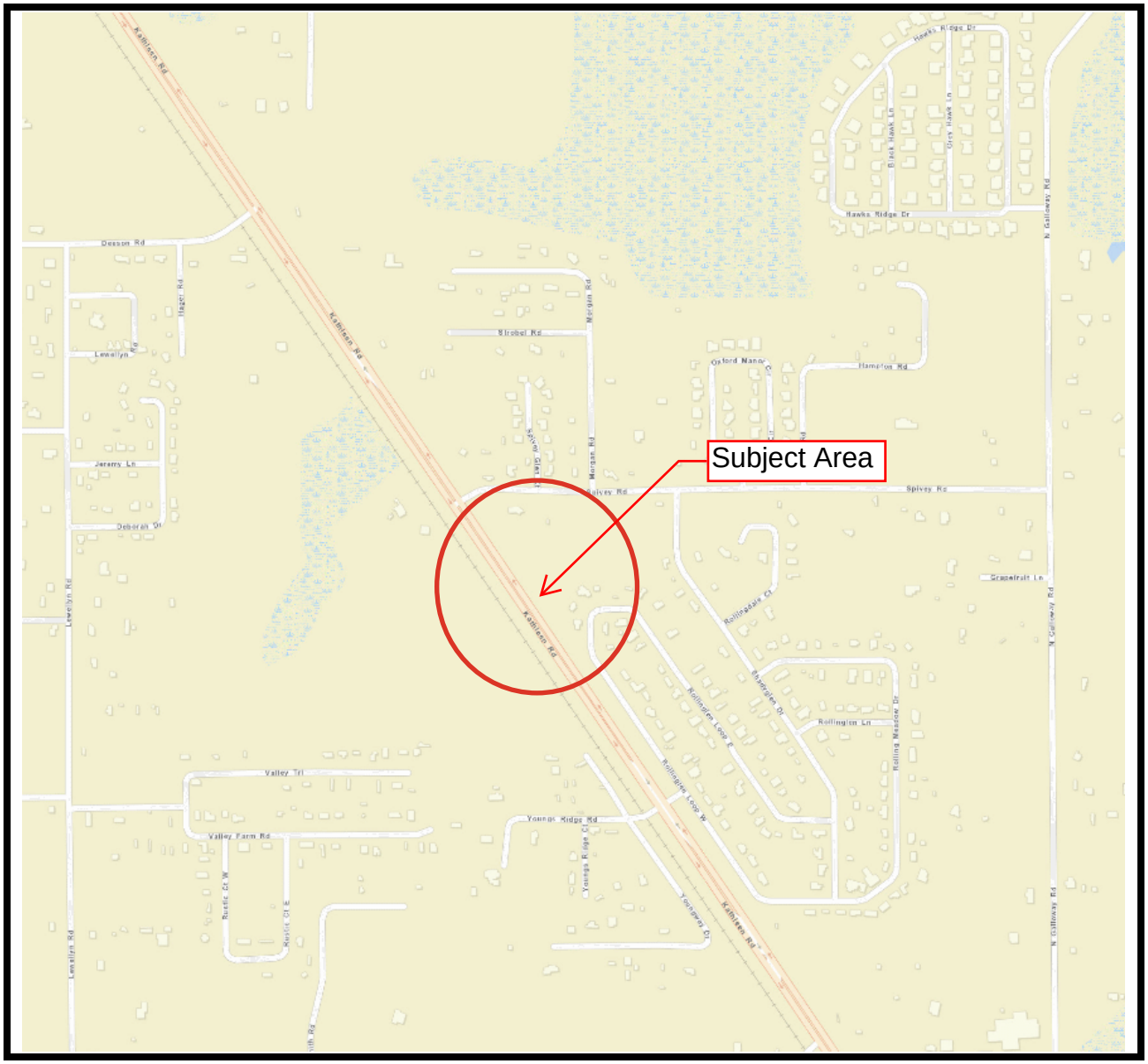
Proceeds from the sale of the parcel to be deposited into the appropriate fund, to be determined by Finance and Accounting.

CONTACT INFORMATION

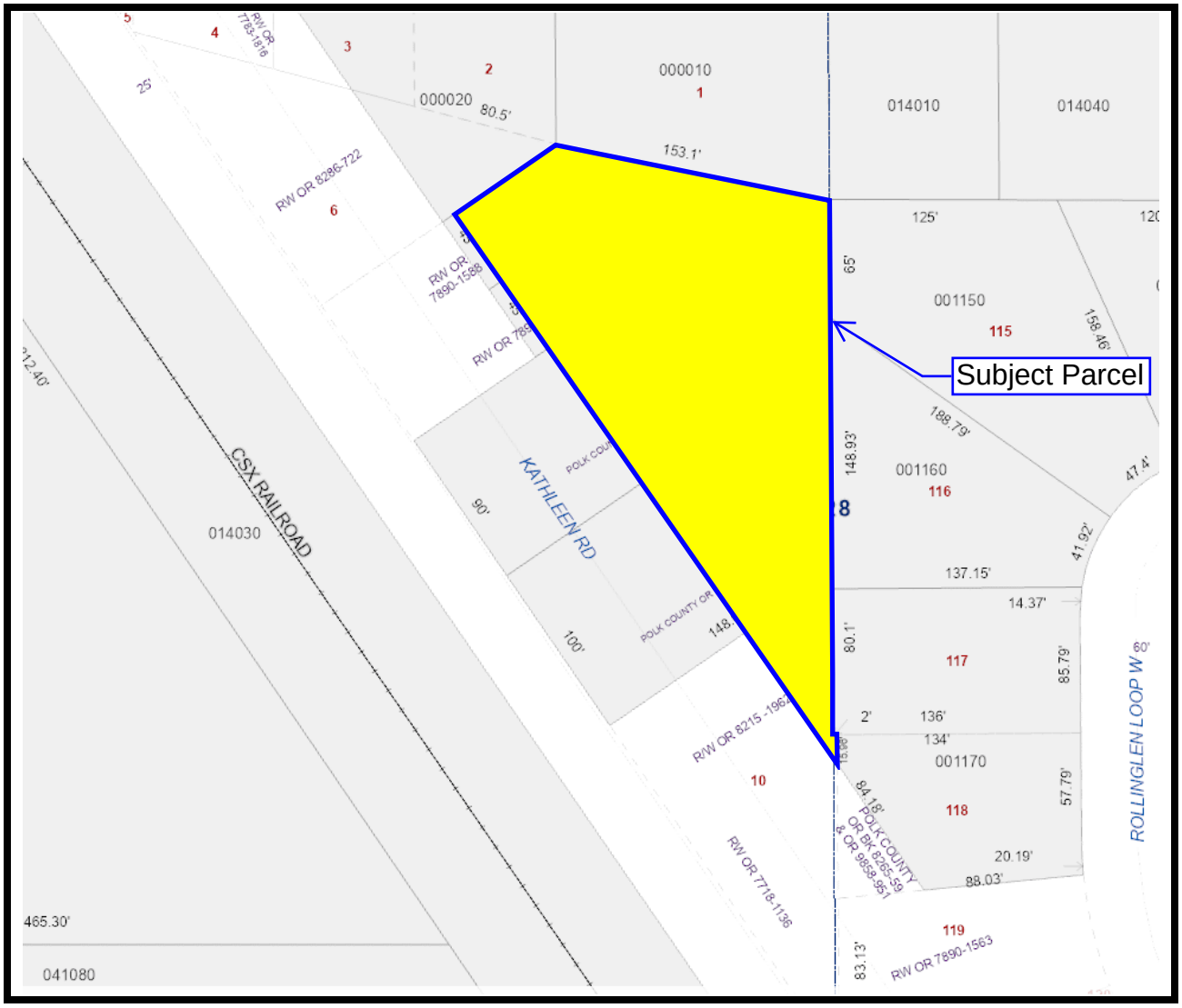
R. Wade Allen, Director

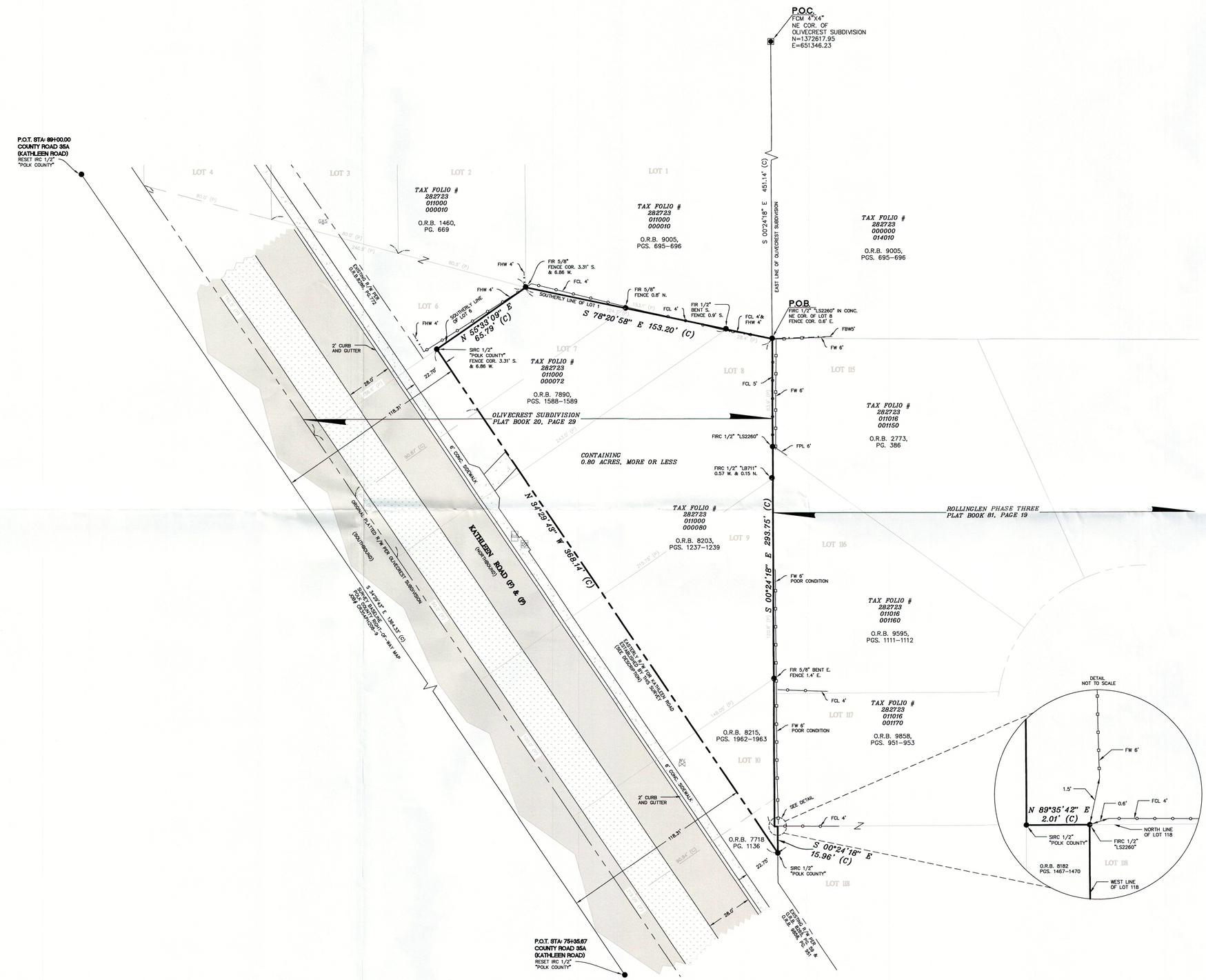
Real Estate Services
863-534-2577

SECTION 28, TOWNSHIP 27 SOUTH, RANGE 23 EAST



SECTION 28, TOWNSHIP 27 SOUTH, RANGE 23 EAST




P.O.C.
FCM 4"X4"
NE COR. OF
OLIVECREST SUBDIVISION
N=1372617.95
E=651346.23
P.O.T. STA: 89+00.00
COUNTY ROAD 35A
(KATHLEEN ROAD)
RESET IRC 1/2"
"POLK COUNTY"
LOT 4
LOT 3
LOT 2
LOT 1
LOT 6
LOT 7
LOT 8
LOT 115
LOT 9
LOT 116
LOT 117
LOT 10
LOT 118
LOT 119
TAX FOLIO # 282723 011000 000010
O.R.B. 1460, PG. 669
TAX FOLIO # 282723 011000 000010
O.R.B. 9005, PGS. 695-696
TAX FOLIO # 282723 000000 014010
O.R.B. 9005, PGS. 695-696
TAX FOLIO # 282723 011000 000072
O.R.B. 7890, PGS. 1588-1589
TAX FOLIO # 282723 011016 001150
O.R.B. 2773, PG. 386
TAX FOLIO # 282723 011000 000080
O.R.B. 8203, PGS. 1237-1239
TAX FOLIO # 282723 011016 001160
O.R.B. 9595, PGS. 1111-1112
TAX FOLIO # 282723 011016 001170
O.R.B. 9858, PGS. 951-953
O.R.B. 8215, PGS. 1962-1963
O.R.B. 7718 PG. 1136
O.R.B. 8182 PGS. 1467-1470
EAST LINE OF OLIVECREST SUBDIVISION
S 00°24'18" E 451.14' (C)
P.O.B.
FIRC 1/2" "LS2260" IN CONC.
NE COR. OF LOT 8
FENCE COR. 0.6' E.
S 78°20'58" E 153.20' (C)
SOUTHERLY LINE OF LOT 1
N 55°33'09" E 66.79' (C)
SOUTHERLY LINE OF LOT 6
SIRC 1/2" "POLK COUNTY" FENCE COR. 3.31' S. & 6.86' W.
FIR 5/8" FENCE COR. 3.31' S. & 6.86' W.
FIR 5/8" FENCE 0.8' N.
FIR 1/2" BENT S. FENCE 0.9' S.
FCL 4'& FHW 4'
FBWS'
FW 6'
FCL 5'
FPL 6'
FIRC 1/2" "LS2260"
FIRC 1/2" "LB711" 0.57' W. & 0.15' N.
FW 6' POOR CONDITION
FIR 5/8" BENT E. FENCE 1.4' E.
FCL 4'
SEE DETAIL
N 89°35'42" E 2.01' (C)
S 00°24'18" E 15.96' (C)
SIRC 1/2" "POLK COUNTY"
FIRC 1/2" "LS2260"
NORTH LINE OF LOT 118
WEST LINE OF LOT 118
DETAIL NOT TO SCALE
1.5'
0.6'
N 34°29'43" W 368.17' (C)
KATHLEEN ROAD (S) & (N)
(NORTHBOUND)
(SOUTHBOUND)
ORIGINAL R/W PER O.R.B. 8182, PG. 1473
ORIGINAL R/W PER O.R.B. 8182, PG. 1473 & O.R.B. 8215, PG. 1963
ESTABLISH R/W FOR KATHLEEN ROAD (SEE DISCUSSION BY THE SURVEYOR)
S 34°29'43" E 1344.35' (C)
POINT OF BEGINNING OF RIGHT-OF-WAY MAP FOR KATHLEEN ROAD
2' CURB AND GUTTER
6' CONC. SIDEWALK
22.70'
118.37'
22.75'
28.0'
80.0' (P)
80.0' (C)
80.00' (P)
80.00' (C)
80.00' (P)
80.00' (C)
80.00' (P)
80.00

Agenda Item R.23. 8/5/2025

SUBJECT

Accept Warranty Deed from JMBI Real Estate, LLC in conjunction with the Powerline Road Phase 1 improvements. (No fiscal impact)

DESCRIPTION

In March 2023 JMBI Real Estate LLC, along with others, entered into an Infrastructure and Impact Fee Credit Agreement with Polk County regarding an extension of Power Line Road from US Highway 17/92 to South Boulevard which included a requirement to convey the associated right-of-way to the County. The majority of the right-of-way needed for the corridor was previously conveyed to the County with the exception of a small segment located at the connection of Power Line Road and US Highway 17/92 which was pending a permit from FDOT. The permit has now been issued and JMBI Real Estate, LLC, has executed and delivered a Warranty Deed to convey the right-of-way to the County. Accepting the aforementioned Warranty Deed will give the county the final right-of-way parcel needed for the Power Line Road Phase 1 corridor.

RECOMMENDATION

Request Board accept the above-mentioned Warranty Deed.

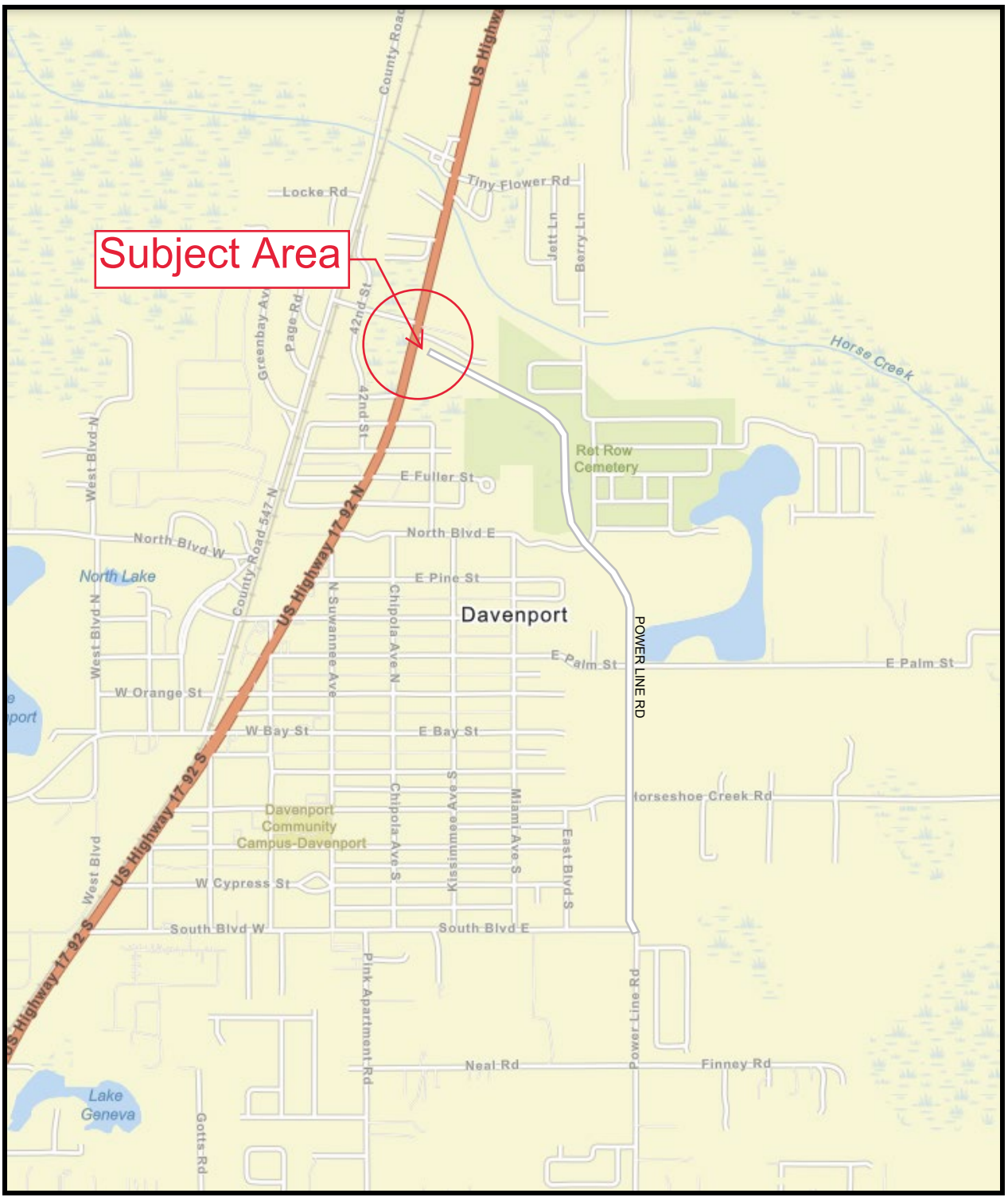
FISCAL IMPACT

No fiscal impact.

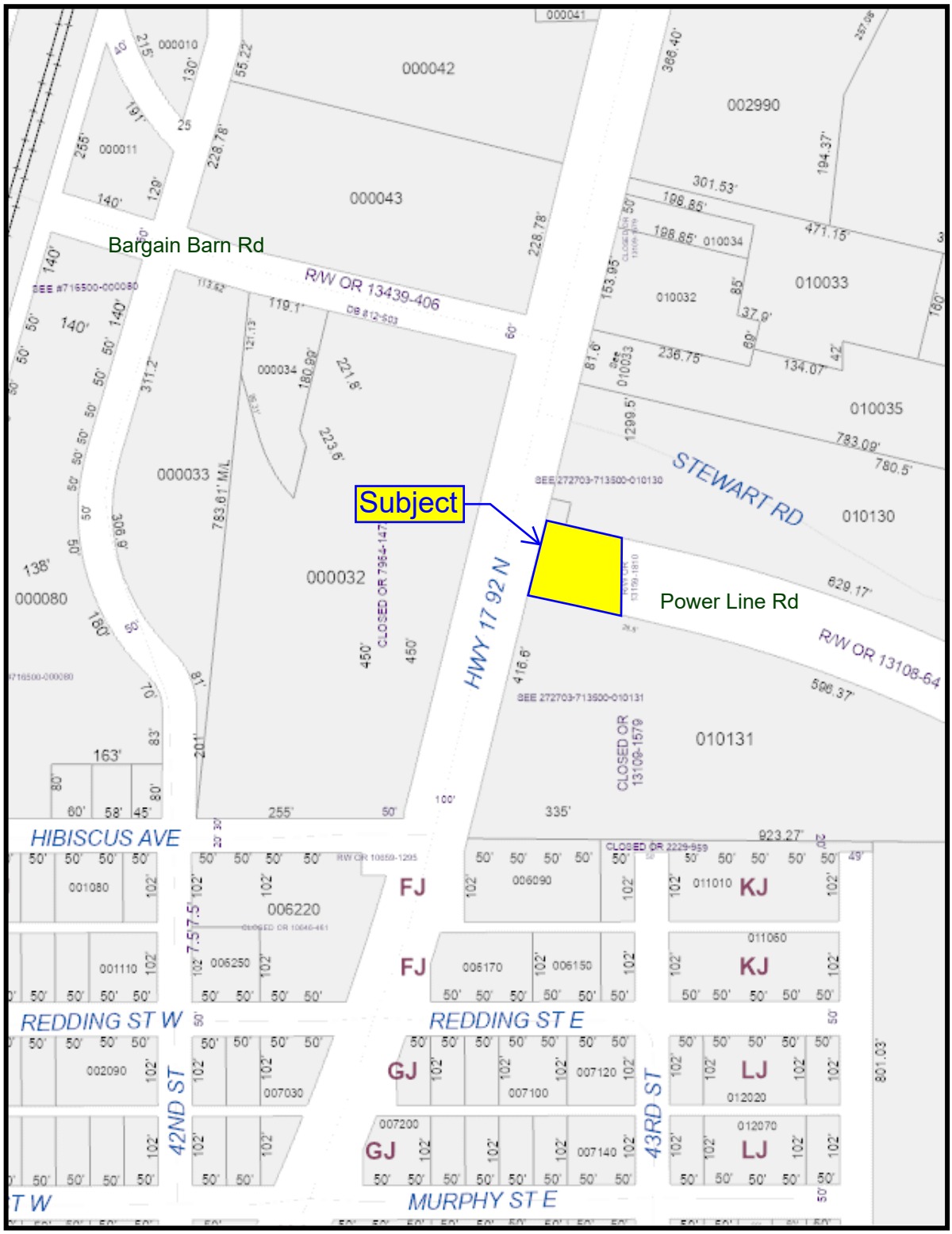
CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577

SECTION 3, TOWNSHIP 27 SOUTH, RANGE 27 EAST



SECTION 03, TOWNSHIP 27 SOUTH, RANGE 27 EAST



This Instrument prepared under the direction of:
R. Wade Allen, Director
Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name: Power Line Road Ext (US 17/92 Connection)

Parent Parcel ID No.: 272703-713500-010131

WARRANTY DEED

THIS INDENTURE, made this 10th day of July, 2025, between **JMBI REAL ESTATE, LLC,** a Florida limited liability company, whose address is 346 E. Central Avenue, Winter Haven, Florida 33880, Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, Florida 33831, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" may be singular or plural and/or natural or artificial, whenever the context so requires, and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever the following described land, situate, lying and being in the County of Polk, State of Florida, to-wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME, in fee simple together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining forever; and the said Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name the date first above written.

Signed, Sealed And Delivered In The Presence Of:
(Signature of Two Witnesses Required by Florida Law)

Witness
Print Name Jessica Kowalski
Address: 346 E Central Ave
Winter Haven, FL 33880

Witness
Print Name Justin Frye
Address: 346 E Central Ave
Winter Haven, FL 33880

JMBI REAL ESTATE, LLC,
a Florida limited liability company

By: _____
Jack M. Berry III, Manager

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 10th day of July, 2025, by Jack M. Berry III, as Manager of JMBI REAL ESTATE, LLC, a Florida limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name Jessica Kowalski

My Commission Expires 11/4/2028

Notary Public State of Florida
Jessica Kowalski
My Commission HH 605104
Expires 11/4/2028

Description Sketch

(Not A Survey)

DESCRIPTION: A portion of Lot D of a REPLAT OF DAVENPORT TERMINALS, according to the map or plat thereof, as recorded in Plat Book 29, Page 4 of the public record of Polk County, said parcel of land lying in Section 3, Township 27 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast Corner of the Northwest 1/4 of the Northeast 1/4 of said Section 3, run thence along the South boundary thereof, N.89°13'12"W., a distance of 709.65 feet to a point on the Southerly extension of the West Right-of-Way of 43rd Street, per said REPLAT OF DAVENPORT TERMINALS; thence along said Southerly extension and the West Right-of-Way of said 43rd Street, N.00°17'38"W., a distance of 338.81 feet to the **POINT OF BEGINNING**; thence departing said West Right-of-Way, N.76°15'40"W., a distance of 126.61 feet to the East Right-of-Way of US Highway 17-92, as recorded in Deed Book 515, Page 23 of the public records of said county; thence along said East Right-of-Way, N.13°44'08"E., a distance of 110.00 feet to a point on the North boundary of the lands described in Official Records Book 11351, Page 2092 of the public records of said county; thence along said North boundary, S.76°15'40"E., a distance of 99.12 feet to a point on aforesaid West Right-of-Way; thence along said West Right-of-Way, S.00°17'38"E., a distance of 113.38 feet to the **POINT OF BEGINNING.**

Containing 0.285 acres, more or less.

SURVEYOR'S NOTES:

1. Bearings shown hereon are based on the South boundary corner of the Northwest 1/4 of the Northeast 1/4 Section 3, Township 27 South, Range 27 East Polk County, Florida, having a Grid bearing of N.89°13'12"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.

2. I do hereby certify that this sketch & description was made under my supervision and meets the standards of practice set forth by the Florida Board of Professional Surveyors & Mappers stated in rules 5J-17.051, 5J-17.052, and 5J-17-053, Florida administrative code, pursuant to Section 472.027, Florida statutes.

CHARLES M. ARNETT License Number 6884 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Charles Arnett
Date: 2024.03.01 17:01:38 -05'00'

Charles M. Arnett **LS6884**

JOB #: PLR ROW-DS-Lot D

DRAWN: LAT DATE: 01/16/24 CHECKED: CMA

Prepared For: CASSIDY

Revisions

DATE	DESCRIPTION	DRAWN
---	---	---
---	---	---
---	---	---
---	---	---

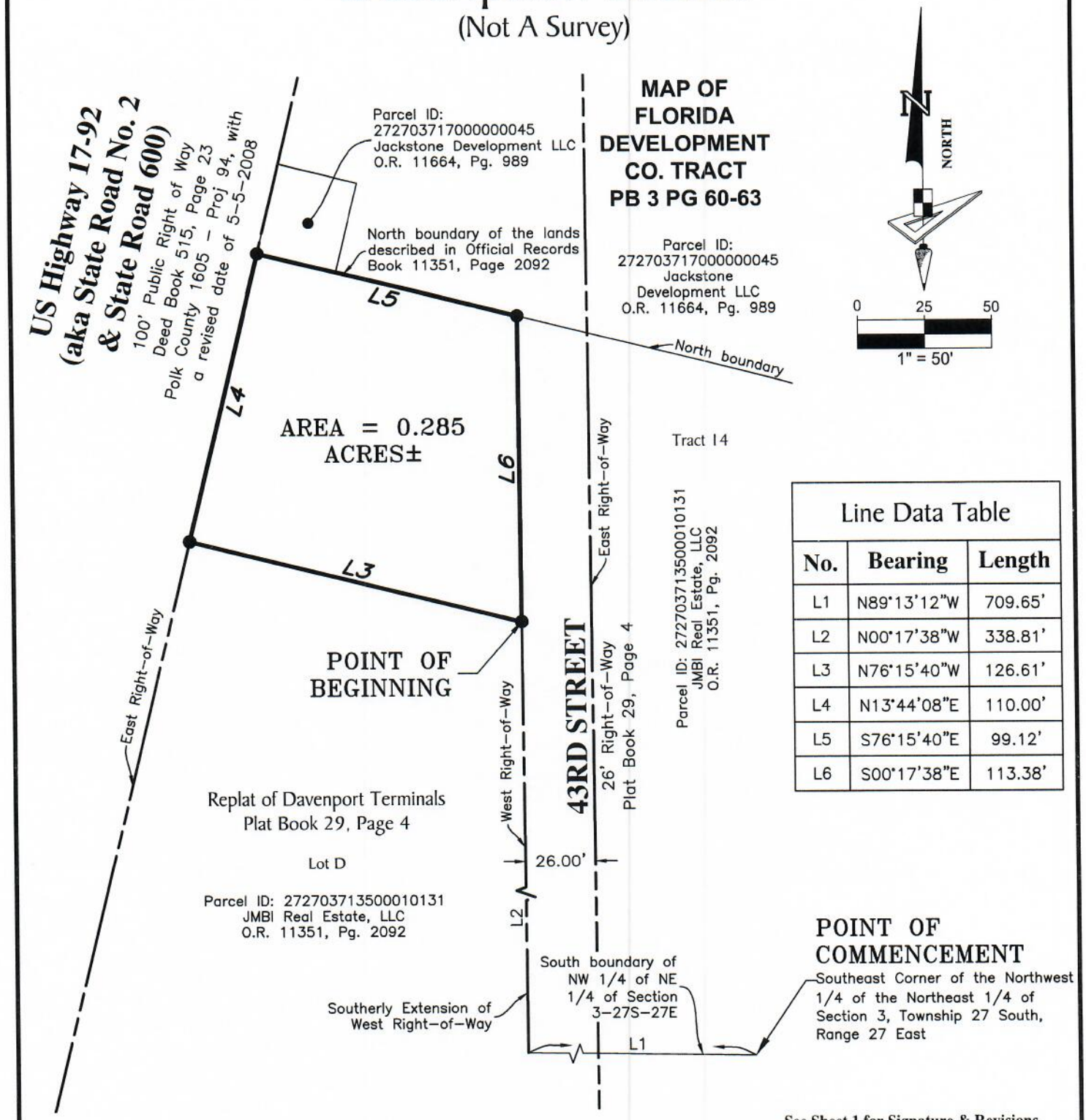
West Florida
213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Fax: (813) 248-2266
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint Surveying, Inc.

FILE PATH: P:\POWERLINE ROAD - POLK COUNTY\DESCRIPTIONS\PLR ROW-DS-LOT D-PB-29-PG-4.DWG LAST SAVED BY: DARKOS **01** of **02**

Description Sketch

(Not A Survey)



Line Data Table		
No.	**Bearing**	**Length**
L1	N89°13'12"W	709.65'
L2	N00°17'38"W	338.81'
L3	N76°15'40"W	126.61'
L4	N13°44'08"E	110.00'
L5	S76°15'40"E	99.12'
L6	S00°17'38"E	113.38'

See Sheet 1 for Signature & Revisions

West Florida
213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Fax: (813) 248-2266
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint Surveying, Inc.

Agenda Item R.24. 8/5/2025

SUBJECT

Approve First Amendment to Lease No. 307 between Polk County and Main Street Bartow, Incorporated. (No Fiscal Impact)

DESCRIPTION

Main Street Bartow (“Main Street”) is a local non-profit organization dedicated to the preservation, economic stability and improvement of the City of Bartow’s downtown area. It is funded by Bartow’s Community Redevelopment Agency, The City of Bartow, and through local business and resident investment. In 2020 The Board approved Lease Number 307 with Main Street for the use of 1,200 square feet of office space in the County-owned building located at 180 South Central Avenue in Bartow for its administrative and clerical functions. The current lease has a term which ends October 31, 2025 and includes the option of 2 five-years renewal terms. Main Street has requested to exercise its first renewal option and has executed a First Amendment to Lease No. 307 which extends the term through October 31, 2030, with all other terms, conditions and provisions remaining the same as under the initial lease. Approving the aforementioned First Amendment will allow Main Street to continue to occupy the building and provide its services to the downtown Bartow area.

RECOMMENDATION

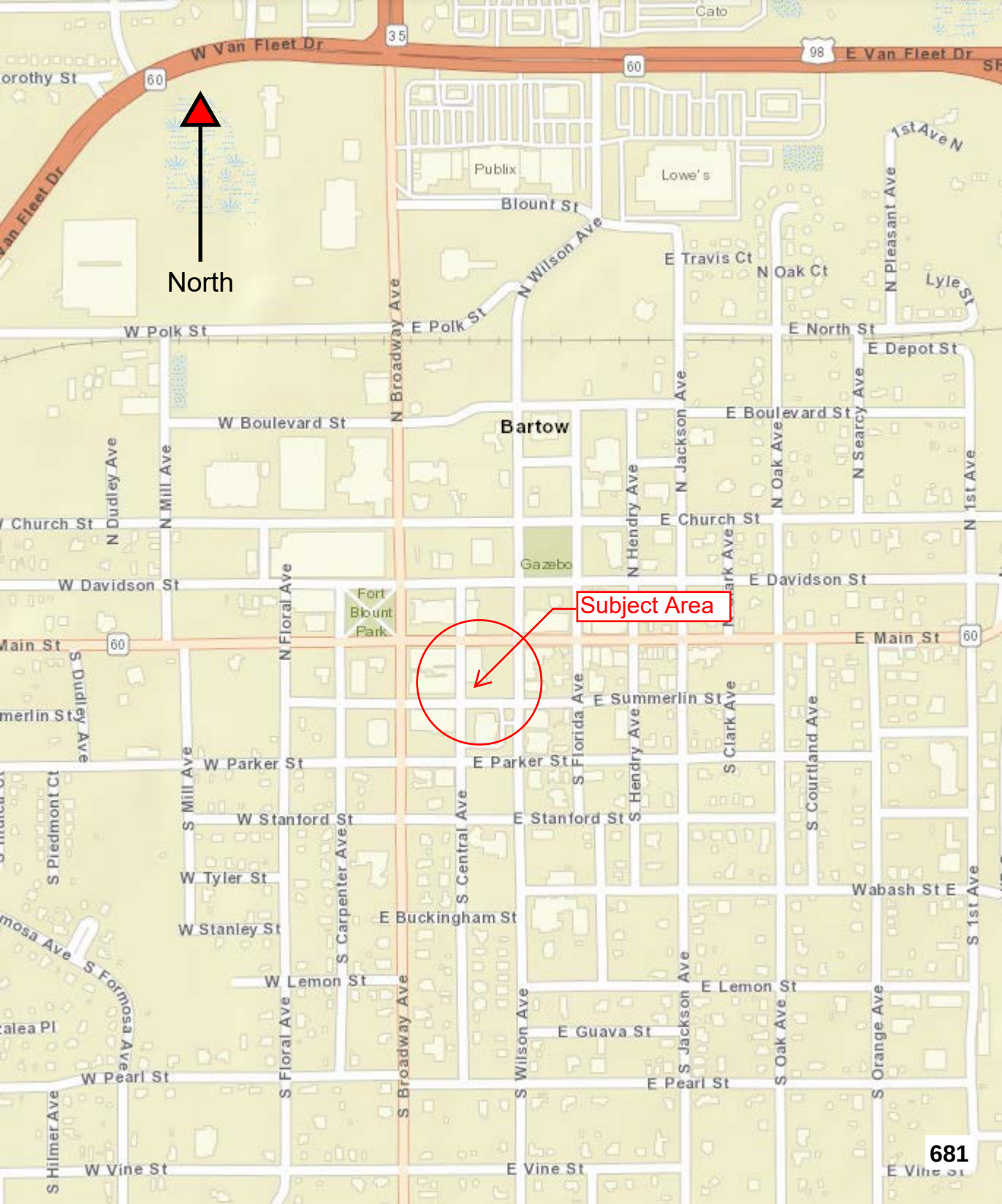
Request Board approve the aforementioned First Amendment to Lease No. 307.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


North
Subject Area
W Van Fleet Dr
E Van Fleet Dr
Cato
Publix
Lowe's
Blount St
E Travis Ct
N Oak Ct
1st Ave N
N Pleasant Ave
Lyle St
N Wilson Ave
N Broadway Ave
W Polk St
E Polk St
E North St
E Depot St
W Boulevard St
Bartow
N Jackson Ave
E Boulevard St
N Searcy Ave
N Dudley Ave
N Mill Ave
N Oak Ave
N 1st Ave
E Church St
N Hendry Ave
Gazebo
W Davidson St
Fort Blount Park
N Floral Ave
E Davidson St
E Main St
S Dudley Ave
E Summerlin St
S Florida Ave
S Clark Ave
S Courtland Ave
W Parker St
E Parker St
S Mill Ave
S Hendry Ave
W Stanford St
E Stanford St
S Central Ave
S Piedmont Ct
S Carpenter Ave
W Tyler St
Wabash St E
S 1st Ave
W Stanley St
E Buckingham St
W Lemon St
E Lemon St
S Broadway Ave
S Wilson Ave
S Jackson Ave
S Oak Ave
S Orange Ave
E Guava St
S Floral Ave
W Pearl St
E Pearl St
S Hilmer Ave
W Vine St
E Vine St
E Vine St
681

FIRST AMENDMENT TO LEASE NO. 307
EXTENSION AGREEMENT

THIS FIRST AMENDMENT (the "Amendment") is made and entered into as of the Effective Date defined in Section 5, below, by and between **POLK COUNTY,** a political subdivision of the state of Florida, (the "Landlord") and **MAIN STREET BARTOW, INCORPORATED,** a Florida not for profit corporation, (the "Tenant").

RECITALS

WHEREAS, the Landlord and the Tenant entered into that certain Lease Agreement (the "Agreement") dated November 1, 2020, whereby the Landlord leases to the Tenant 1,200 rentable square feet of office space located on certain real property whose street address is 180 South Central Avenue, Bartow, Florida, 33830, as described in the Agreement; and

WHEREAS, the initial term of the Agreement expires on October 31, 2025; and

WHEREAS, Section 3 of the Agreement provides the parties may mutually agree to extend the Agreement term for two (2) additional five (5) year terms; and

WHEREAS, the Tenant has requested, and the Landlord has agreed to extend the Agreement term for the first five-year Renewal Term; and

WHEREAS, Section 5(b) of the Agreement provides the Landlord will annually establish the Monthly Utilities Charge amount based upon its estimated cost of providing those services; and

WHEREAS, the Landlord has determined the Monthly Utilities Charge of $150.00 should be sufficient to address the monthly cost of providing the stated services to the Leased Premises during the Renewal Term so annual changes to the Monthly Utilities Charge should not be necessary; and

WHEREAS, the Landlord and Tenant have agreed to reconcile at the end of the Renewal Term any differences between the actual cost the Landlord incurred to provide the stated utilities to the Leased Premises during the Renewal Term and the total amount the Tenant paid the Landlord for those services via the Monthly Utility Charge;

NOW THEREFORE; in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree, as follows:

1. The Recitals set forth above are true, correct and incorporated by this reference.

2. The Agreement term is extended for the first five-year Renewal Term that will commence on November 1, 2025, and end on October 31, 2030.

3. The Monthly Utilities Charge of $150.00 shall remain in effect during the Renewal Term. Within thirty (30) days after the expiration of the Renewal Term or the earlier termination of the Agreement, the Landlord will determine any difference between the actual cost the Landlord incurred to provide the stated utilities to the Leased Premises during the Renewal Term and the total amount the Tenant paid the Landlord for those services via the Monthly Utilities Charge and shall notify Tenant of any such difference. If the Tenant has paid the Landlord an aggregate Monthly Utilities Charge in excess of the actual cost to provide the stated utilities to the Leased Premises, the Landlord will return such excess to the Tenant with its notice of the difference. If the total actual cost the Landlord incurred to provide the stated utilities exceeds the aggregate Monthly Utilities Charge the Tenant paid during the Renewal Term, the Tenant shall pay the Landlord such difference within thirty (30) days after receiving the Landlord's notice.

4. Neither party is in default of the Agreement and each party is presently unaware of any fact or circumstance that would constitute a default by the other party under the Agreement.

5. The Effective Date of this Amendment shall be the date the later of the two parties executes the Amendment. The later party to execute the Amendment shall provide the other party a fully executed copy or counterpart, as applicable, of the agreement.

6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. The Agreement as amended by this Amendment remains in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

TENANT:

ATTEST:

By: _____

MAIN STREET BARTOW, INCORPORATED, a Florida not-for-profit corporation

By: _____
Linda K. Holcomb, Executive Director

Date: July 10 2025

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

LANDLORD:

ATTEST:

STACY M. BUTTERFIELD, CLERK

By: _____
Deputy Clerk

POLK COUNTY, a political subdivision of the State of Florida

By: _____
T. S. Wilson, Chair

Reviewed as to Form and Legal Sufficiency

Date: _____

By: _____
Polk County Attorney's Office

Polk County

Board of County Commissioners

Agenda Item R.25. 8/5/2025

SUBJECT

Accept Drainage Easement from Otoniel Ortiz in conjunction with drainage improvements to Moss Road/Jones Road outfall ditch. (No Fiscal Impact)

DESCRIPTION

The County has a project to make drainage improvements near Denton Avenue in the Auburndale area to address and alleviate citizens' flooding concerns. The improvements consist of clearing and maintaining an existing drainage ditch lying south of Denton Avenue to the east of Moss Road and to the west of Jones Road to accommodate storm water runoff in the area. Multiple easements were needed from adjacent property owners for the improvements and nearly all of the easements were previously obtained by the County; however, an easement could not be obtained from the property owner located along Moss Road at the time and that portion of the project was not completed. Since that time the property has changed hands and the new owner has agreed to the County's request for an easement and the owner, Otoniel Ortiz, has executed and delivered a Drainage Easement to the County. Accepting the above-mentioned Drainage Easement will allow the County to complete the drainage improvements to alleviate the flooding concerns in the area.

RECOMMENDATION

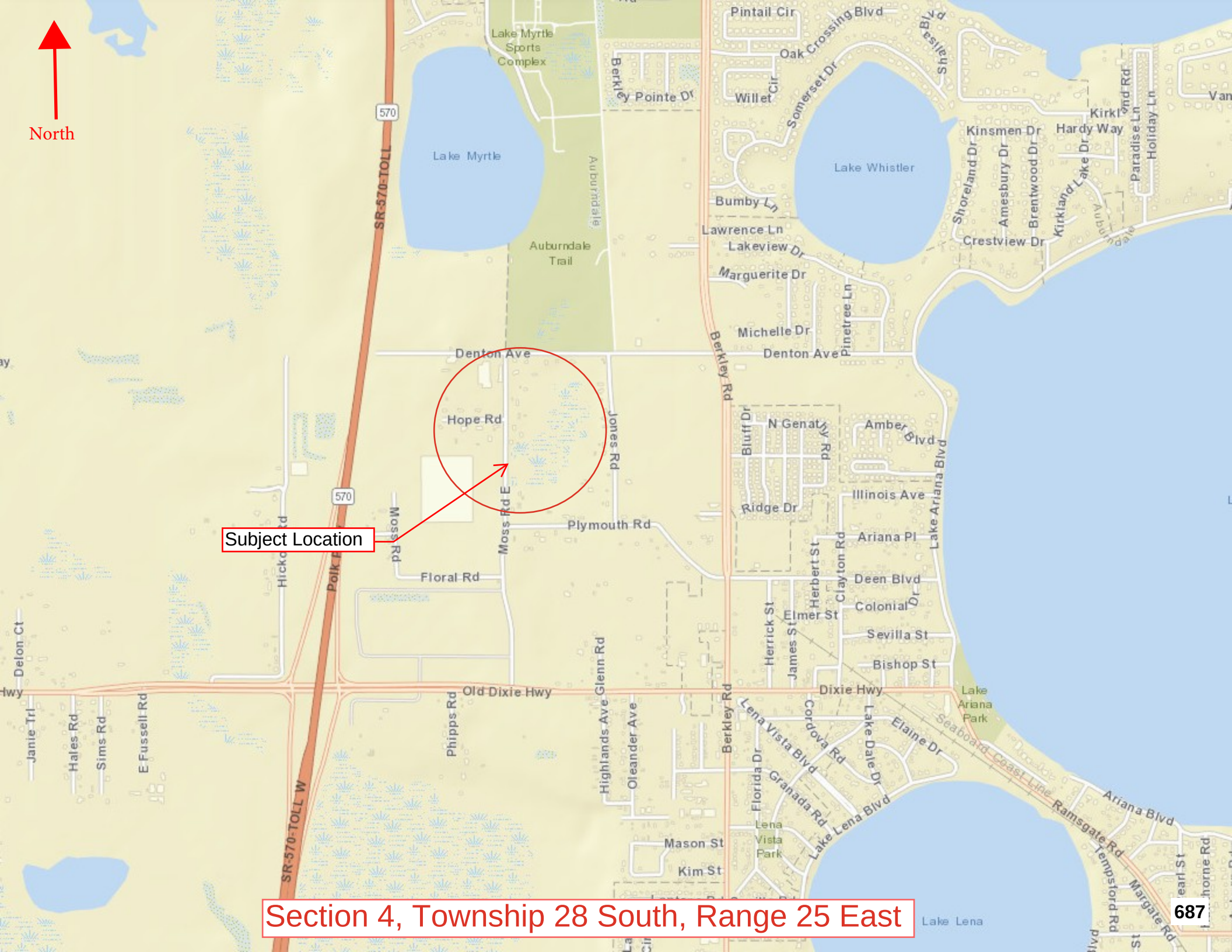
Request Board accept the aforementioned Drainage Easement.

FISCAL IMPACT

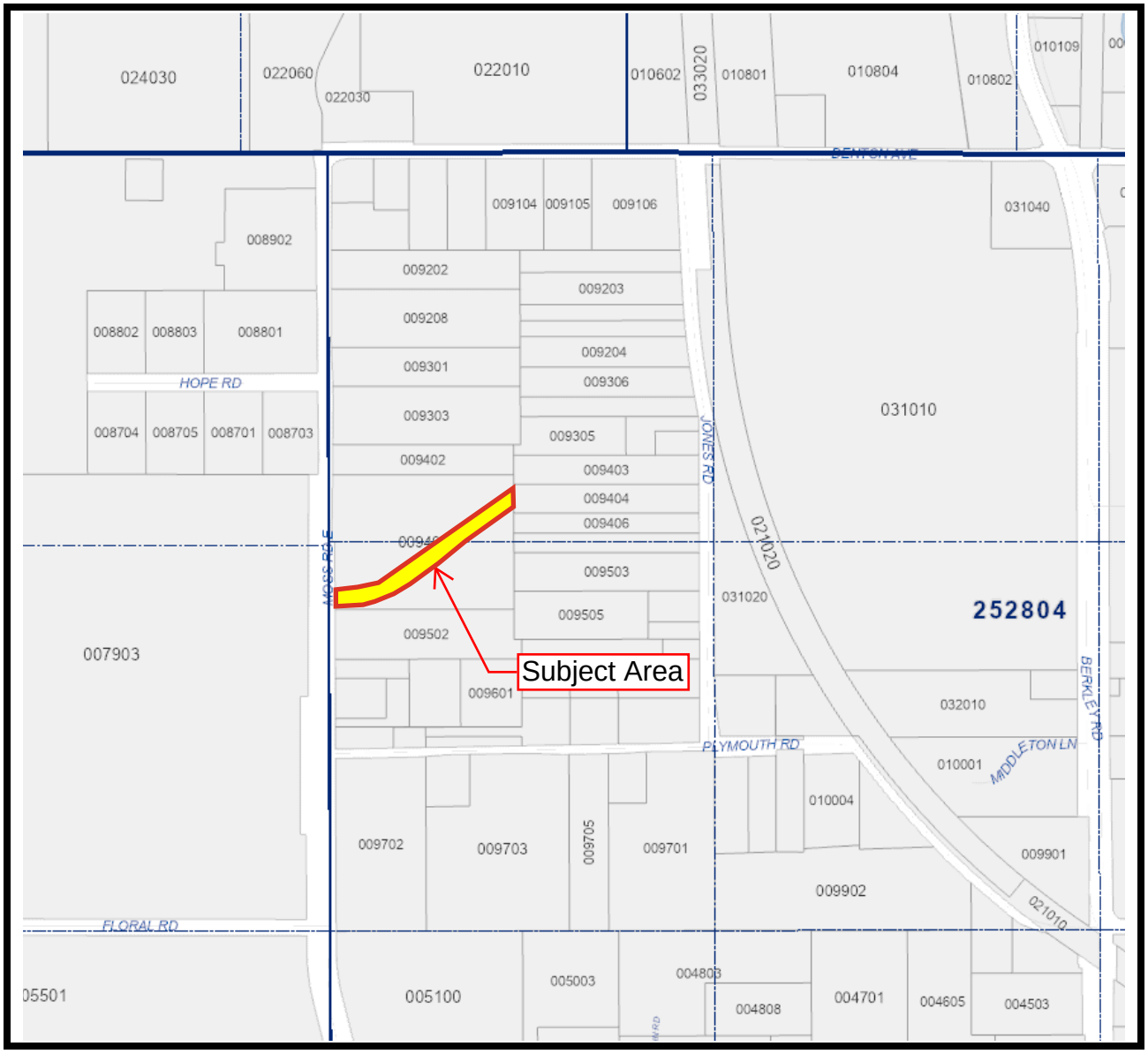
No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


North
Subject Location
Section 4, Township 28 South, Range 25 East
687
Lake Myrtle
Lake Whistler
Lake Ariana Park
Lake Lena
Lake Myrtle Sports Complex
Auburndale Trail
Lena Vista Park
SR-570-TOLL
SR-570-TOLL W
570
Pintail Cir
Oak Crossing Blvd
Willet Cir
Somerset Dr
Kinsmen Dr
Hardy Way
Shoreland Dr
Amesbury Dr
Brentwood Dr
Kirkland Lake Dr
Paradise Ln
Holiday Ln
Bumby Ln
Lawrence Ln
Lakeview Dr
Crestview Dr
Marguerite Dr
Michelle Dr
Pinetree Ln
Denton Ave
Hope Rd
Jones Rd
Moss Rd E
Moss Rd
Berkley Rd
Bluff Dr
N Genat Rd
Amber Blvd
Lake Ariana Blvd
Illinois Ave
Ridge Dr
Plymouth Rd
Ariana Pl
Clayton Rd
Herbert St
Deen Blvd
Colonial Dr
Elmer St
Herrick St
James St
Sevilla St
Bishop St
Dixie Hwy
Old Dixie Hwy
Floral Rd
Phipps Rd
Glenn Rd
Highlands Ave
Oleander Ave
Lena Vista Blvd
Cordova Rd
Lake Dr
Elaine Dr
Florida Dr
Granada Rd
Lake Lena Blvd
Mason St
Kim St
Seaboard Coast Line
Ramsgate Rd
Tempstord Rd
Ariana Blvd
Margate Rd
Pearl St
Thorne Rd
Delon Ct
Janie Trl
Hales Rd
Sims Rd
E Fussell Rd
Hicko Rd
Polk Pkwy
Auburndale
Berkley Pointe Dr

SECTION 04, TOWNSHIP 28 SOUTH, RANGE 25 EAST



This instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
PO Box 9005, Drawer RE-01
Bartow, FL 33831-9005
By: Chris Eisenhauer
Project: Moss Road Drainage Easement
Parent Parcel ID No.: 252804-313000-009405

DRAINAGE EASEMENT

THIS EASEMENT made this 9th day of July 2025, between **OTONIEL ORTIZ,** a single man, whose address is 731 NW 30th Court, Miami, Florida 33125-2931, Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 988, Bartow, FL 33830-0988, Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations paid, the receipt of which is hereby acknowledged, do hereby grant unto the Grantee, its successors and assigns forever, a perpetual drainage easement for the purpose of clearing, excavating, constructing, inspecting, improving, repairing and maintaining public drainage facilities in, upon, under, over, across and through the following described land in the County of Polk, State of Florida, to-wit:

See Exhibit "A"

TO HAVE AND TO HOLD THE SAME, together with the reasonable right to enter and depart over and upon adjoining lands of the Grantor for the purpose of exercising the rights herein granted.

Grantor covenant with the Grantee that they are lawfully seized of said lands and have good, right, and lawful authority to grant this easement.

THIS DRAINAGE EASEMENT IS FOR THE USE OF POLK COUNTY ONLY AND IS NOT TO BE CONSTRUED AS A GENERAL PUBLIC DRAINAGE EASEMENT.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the date first above written.

Signed, Sealed and Delivered In the Presence of:
(Signature of Two Witnesses Required by Florida Law)

Witness

Print Name: PHIL IRVEN

Address 3000 Sheffield
Winter Haven, FL 33880

Witness

Print Name: Gloria Reyes

Address 3000 Sheffield Rd
Winter Haven, FL 33880

Otoniel Ortiz

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9 day of July 2025, by Otoniel Ortiz, who ☐ is personally known to me or ☑ has produced ~~Cert~~ Driver licence as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name Gloria Reyes

My Commission Expires 5/21/27

GLORIA REYES
Notary Public
State of Florida
Comm# HH400593
Expires 5/21/2027

Exhibit "A"
Sheet 1 of 2

Project Name: Moss Road Drainage
Tax Folio Number: 25-28-04-313000-009405

Project Number: 8504E23-1

DESCRIPTION

A parcel of land being a portion of Lot 94 and Lot 95 of AUBURNDALE LAKESIDE PARK as recorded in Plat Book 3, Pages 20, Public Records of Polk County, Florida, lying in the Northwest 1/4 of Section 4, Township 28 South, Range 25 East, Polk County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Southwest 1/4 of said Northwest 1/4 of Section 4, also being the Northwest corner of said Lot 95; thence South 00°12'25" East, along the west line of said Southwest 1/4 of the Northwest 1/4, a distance of 230.04 feet to the north line of the south 103.00 feet of said Lot 95; thence North 89°56'24" East, along said north line, 20.00 feet to the east right-of-way line of Moss Road as described in Deed Book 954, Page 21, Public Records of Polk County, Florida; thence North 00°12'25" West, along said right-of-way line, 9.25 feet to the **Point of Beginning**; thence continue North 00°12'25" West, along said right-of-way line, 62.06 feet; thence North 75°00'18" East, 79.67 feet; thence North 82°35'29" East, 74.00 feet; thence North 66°51'31" East, 66.20 feet; thence North 57°23'34" East, 163.90 feet; thence North 51°16'39" East, 336.35 feet to the west line of the east 685.00 feet of said Lot 94; thence South 00°10'38" East, along said west line, 76.72 feet; thence South 51°16'39" West, 291.75 feet; thence South 57°23'34" West, 172.07 feet; thence South 66°51'31" West, 79.45 feet; thence South 82°35'29" West, 78.31 feet; thence South 75°00'18" West, 91.53 feet to said east right-of-way line of Moss Road, and the **Point of Beginning**.

Said Parcel containing 1 acre more or less.

SHEET 1 OF 2

FOR SKETCH SEE SHEET 2 OF 2

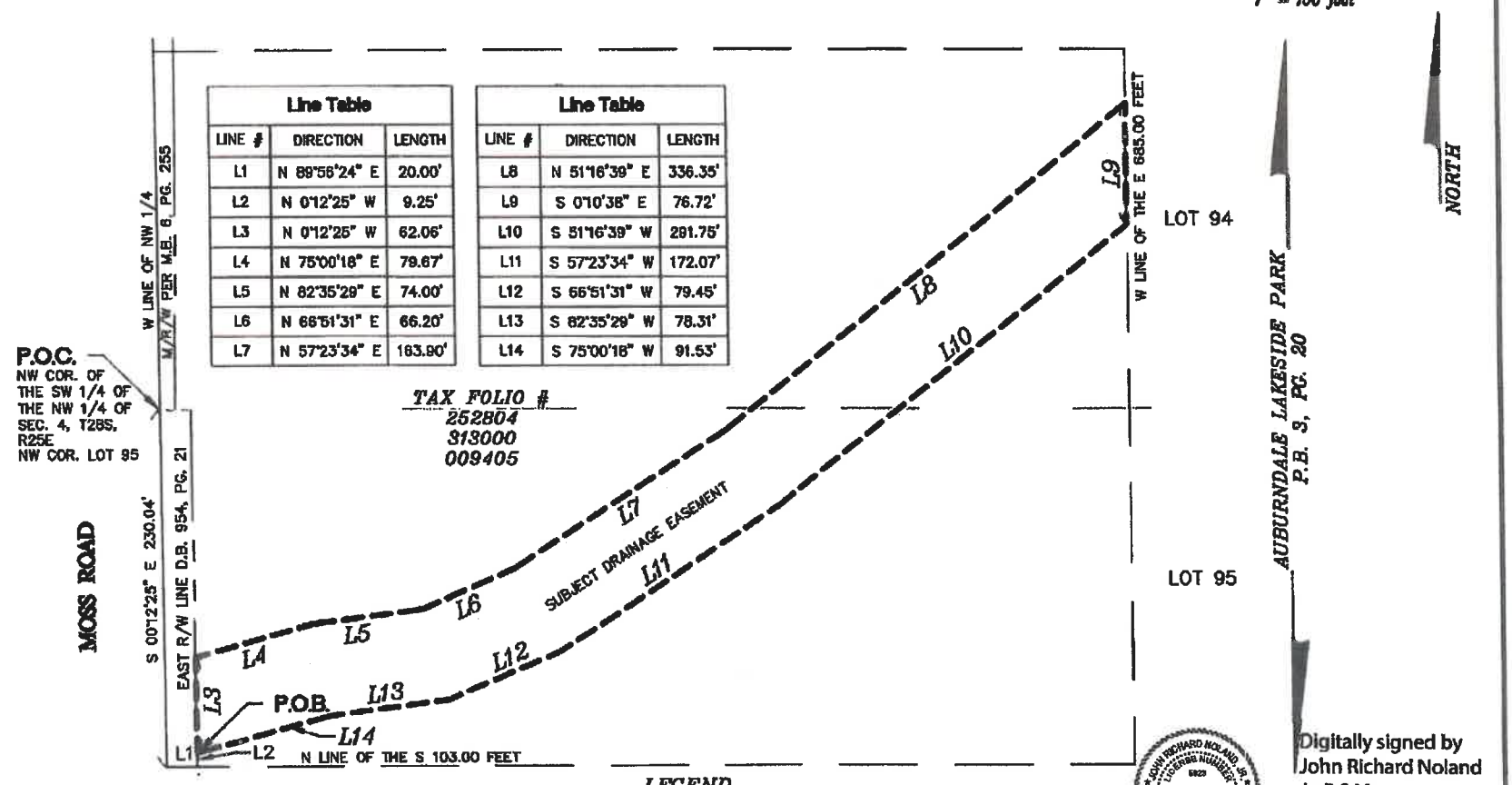
REVISION	DATE	BY

THIS IS NOT A SURVEY

SCALE
1" = 100 feet

Line Table		
LINE #	DIRECTION	LENGTH
L1	N 89°56'24" E	20.00'
L2	N 0°12'25" W	9.25'
L3	N 0°12'25" W	62.06'
L4	N 75°00'18" E	79.67'
L5	N 82°35'29" E	74.00'
L6	N 66°51'31" E	66.20'
L7	N 57°23'34" E	183.90'

Line Table		
LINE #	DIRECTION	LENGTH
L8	N 51°16'39" E	336.35'
L9	S 0°10'38" E	76.72'
L10	S 51°16'39" W	291.75'
L11	S 57°23'34" W	172.07'
L12	S 66°51'31" W	79.45'
L13	S 82°35'29" W	78.31'
L14	S 75°00'18" W	91.53'



LEGEND

(C)	= CALCULATED	P.O.B.	= POINT OF BEGINNING
D.B.	= DEED BOOK	P.O.C.	= POINT OF COMMENCEMENT
(P)	= PLAT	P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER
COR.	= CORNER	R	= RANGE
M.B.	= MAP BOOK	R/W	= RIGHT-OF-WAY
M/R/W	= MAINTAINED RIGHT-OF-WAY	SEC	= SECTION
O.R.B.	= OFFICIAL RECORDS BOOK	T	= TOWNSHIP
P.B.	= PLAT BOOK		
PG(S).	= PAGE(S)		

SURVEYOR'S NOTES
BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

SEE SHEET 1 OF 2 FOR DESCRIPTION.

JOHN RICHARD NOLAND JR. LICENSE NUMBER 5923 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by John Richard Noland Jr. P.S.M.
Date: 2023.08.08 10:17:30 -04'00'

DATE 08/08/23

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

POLK COUNTY

DESCRIPTION SKETCH

LOCATED IN SECTION 4, TOWNSHIP 28 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA.

REVISION	DATE	BY

POLK COUNTY ROADS AND DRAINAGE
3000 SHEFFIELD ROAD, WINTER HAVEN, FL 33880
PHONE: (863) 535-2200 FAX: (863) 519-8117

Sheet No.	Drawn by:	Checked by:	Drawn Date:
2 of 2	MSK	JRN	07/19/23
Parcel Number: N/A	**PREPARED FOR:** REAL ESTATE SERVICES		**Job Number:** 8504E23-1

THIS DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

Exhibit "A"
Sheet 2 of 2

Agenda Item R.26. 8/5/2025

SUBJECT

Accept Polk County Utility Easement from Rave Commercial Legacy Tract B LLC, as requested through the Development Review Process. (No fiscal impact)

DESCRIPTION

As a result of a proposed development, the County, through its Development Review Process has requested a utility easement for the construction and/or future maintenance of utility facilities for the development. The owner of subject property has executed and delivered an easement to Polk County for said facilities.

Accepting the following instrument will give the County the easement needed to construct and/or maintain the utility facilities for the proposed development.

1. Polk County Utilities Easement from Rave Commercial Legacy Tract B LLC, for utilities in conjunction with a proposed commercial development. The subject easement lies in Section 03, Township 26 South, Range 27 East.

RECOMMENDATION

Request Board accept the preceding instrument.

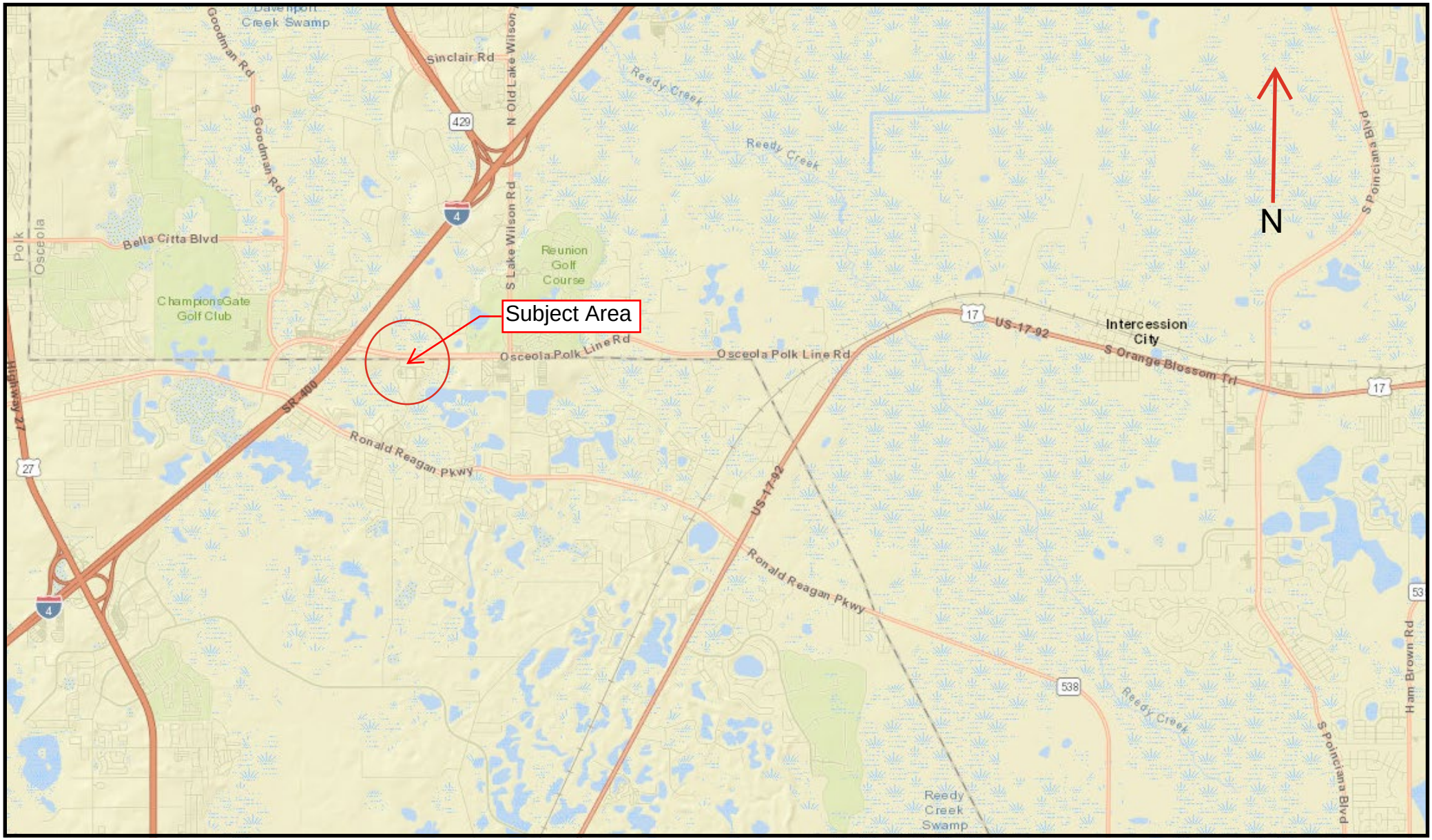
FISCAL IMPACT

No fiscal impact.

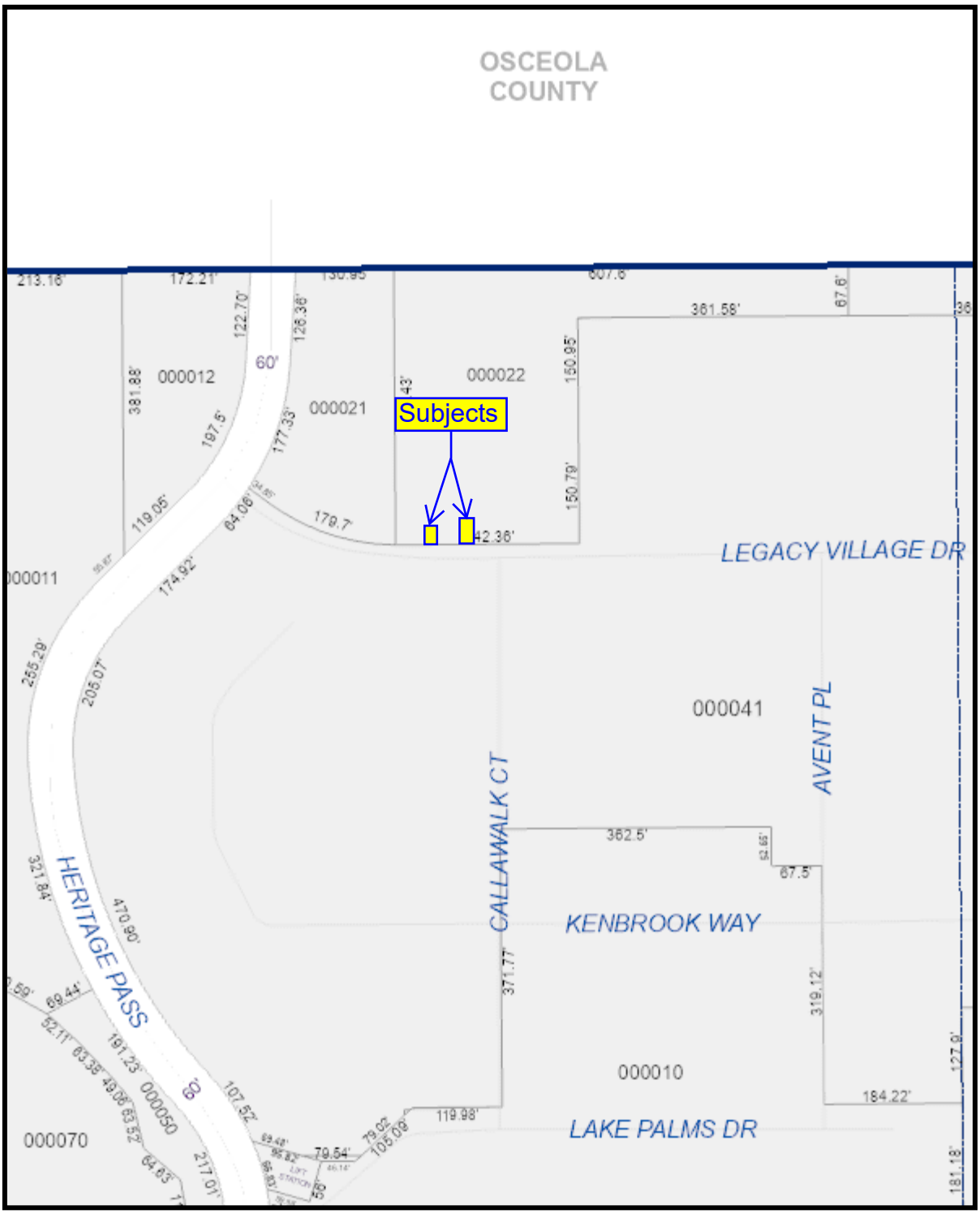
CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577

Section 03, Township 26 South, Range 27 East



SECTION 03, TOWNSHIP 26 SOUTH, RANGE 27 EAST



This Instrument prepared under the direction of
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name:

Parent Parcel I.D. No.: 272603-701060-000022

POLK COUNTY UTILITIES EASEMENT

THIS POLK COUNTY UTILITIES EASEMENT, made this 30 day of June, 2025, between RAVE COMMERCIAL LEGACY TRACT B LLC, a Florida limited liability company and JAYASURYA VADREVU and SAILAJA VADREVU, Trustees of the Jay and Sailaja Vadrevu Family Joint Revocable Trust dated 1/7/2014, as amended, whose collective address is 18312 Bankston Place, Tampa, Florida 33647 (the GRANTORS), and POLK COUNTY, a political subdivision of the State of Florida (the GRANTEE), whose address is P.O. Box 988, Bartow, FL 33831.

WITNESSETH, the GRANTORS, for and in consideration of the sum of one dollar and other valuable consideration paid by GRANTEE, receipt whereof is hereby acknowledged, grants and conveys to GRANTEE to, its successors, assigns, licensees, a perpetual Polk County Utilities Easement, as described and illustrated below, which is to be under, over, and across the property situated in Polk County, Florida, more particularly described as:

See Attached Exhibits "A" and "B"

for Polk County owned utilities, which may include but is not limited to potable water, reclaimed water and wastewater facilities hereafter on said property, such easement to include (i) the right of free ingress and egress under, over and across said property for the purposes of constructing, installing, repairing, replacing, operating, and maintaining said utilities. The GRANTEE is hereby granted the right, privilege, and authority to trim and remove, as necessary, the roots of trees, shrubs, bushes, and plants that may adversely affect the operation of said utilities.

This grant of easement shall not be construed as a grant of right of way and is limited to a Polk County utilities easement. The GRANTORS shall have the right to use the property subject to the easement granted hereby (the "Easement"), including without limitation for improved parking areas, improved roadways, improved driveways, medians and landscaping, which are not inconsistent with the use of the Easement by the GRANTEE for the purposes granted hereby. Inconsistent improvements to the use of the Easement by the GRANTORS for the purposes granted hereby, including mounded landscaping, building foundations and overhangs, foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific prior written approval of the GRANTEE, the limited use of trees, walls, foundations and mounded landscaping may be utilized within such area by the GRANTORS.

The GRANTOR shall not have the right to grant other easements to other parties without the prior written consent of the GRANTEE. In the event that the GRANTEE performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, the GRANTEE shall be responsible for restoring the disturbed portions of all existing County approved and permitted improvements in as good or better condition than existed prior to the disturbance activity by the GRANTEE

IN WITNESS WHEREOF, Rave Commercial Legacy Tract B LLC has caused these presents to be executed in its name by its proper officers thereunto duly authorized, and its corporate seal to be affixed, the day and year first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Neeraja Jasthi

Witness
Print Name NEERAJA JASTHI
Address 20447 BRUCE B DOWNS BVD TAMPA, FL 33647

Witness
Print Name SAKSHI SHUKLA
Address 5331 Point Rose Lake Cir. Tampa, FL 33647

RAVE COMMERCIAL LEGACY TRACT B LLC, Florida limited liability company

By: _____
Ravikiron Ainpudi, Authorized Member

STATE OF FLORIDA

COUNTY OF Hillsborough

THE FOREGOING instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 8th day of July, 2025, by Ravikiron Ainpudi, as Authorized Member of Rave Commercial legacy Tract B LLC, a Florida limited liability, on behalf of said company, who is ✓ personally known to me or who has produced _____ as identification.

(Seal)

SAKSHI SHUKLA
Notary Public - State of Florida
Commission # HH 459204
My Comm. Expires Jan 26, 2028
Bonded through National Notary Assn.

Notary Public
State of Florida at Large

SAKSHI SHUKLA
Printed Name of Notary

Commission No. HH459204
My commission expires Jan 26, 2028

IN WITNESS WHEREOF, the said Jayasurya and Sailaja Vadrevu, Trustees, have hereunto set their hands and seals the date first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Witness
Print Name SRINIVASA GOPALADHINE
Address 19969 GARNETT CT, SARATOGA CA, 95070

Witness
Print Name May thi pham
Address 858 Brevins Loop
San Jose, CA 95125

Jayasurya Vadrevu, Trustee of the Jay and Sailaja Vadrevu Family Joint Revocable Trust dated 1/7/2014, as amended

Sailaja Vadrevu, Trustee of the Jay and Sailaja Vadrevu Family Joint Revocable Trust dated 1/7/2014, as amended

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025, by Jayasurya Vadrevu and Sailaja Vadrevu, Trustees of the Jay and Sailaja Vadrevu Family Joint Revocable Trust dated 1/7/2014, as amended, who are ____ personally known to me or who have produced _____ as identification.

Notary Public
State of Florida at Large

(Seal)

Printed Name of Notary

Commission No. _____
My commission expires _____

See Attached CA Notary Certificate

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa clara

On June 30, 2025 (Date) before me, May thi phan, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Jayasurya Vadrevu AND Sailaja Vadrevu (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MAY THI PHAN
Notary Public - California
Santa Clara County
Commission # 2406885
My Comm. Expires Jul 1, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature May thi phan (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Polk county utilities Easement - Parcel # 272603.701060-000022

Document Date: June 30, 2025 Number of Pages: 6

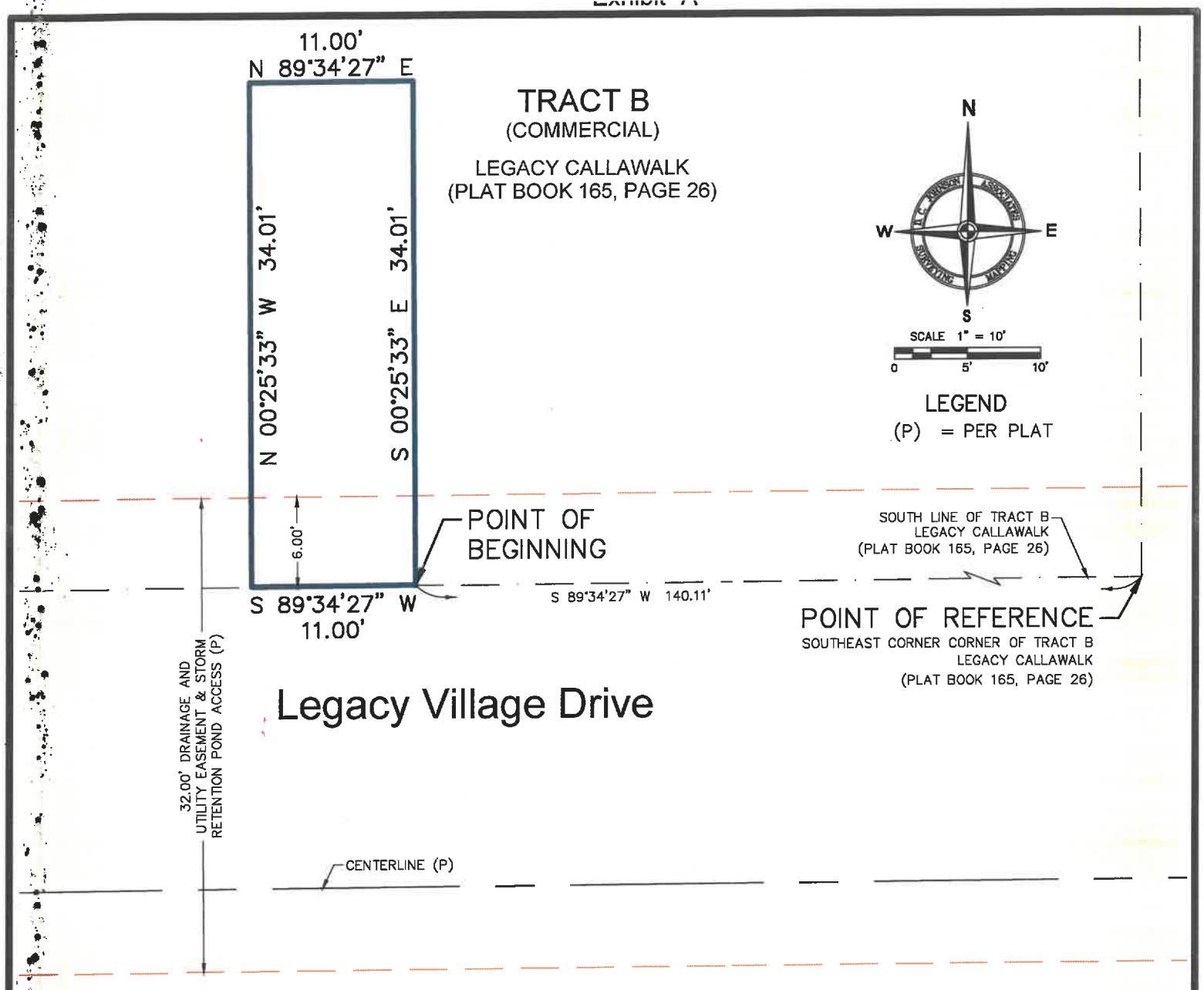
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jayasurya Vadrevu	Signer's Name: Sailaja Vadrevu
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☒ Trustee ☐ Guardian or Conservator	☒ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing: Self	Signer is Representing: Self

©2019 National Notary Association

EXHIBIT A



DESCRIPTION:
A parcel of land lying within Section 3, Township 26 South, Range 27 East, Polk County, Florida and lying within Tract B, LEGACY CALLAWALK, as per the map or plat recorded in Plat Book 165, Page 26 of the Public Record of Polk County, Florida, being more particularly described as follows:
For a POINT OF REFERENCE commence at the Southeast corner of said Tract B; thence S.89°34'27"W., along the South line of said Tract B, a distance of 140.11 feet for a POINT OF BEGINNING; thence continue along said South line of Tract B, S.89°34'27"W., a distance of 11.00 feet; thence N.00°25'33"W., a distance of 34.01 feet; thence N.89°34'27"E., a distance of 11.00 feet; thence S.00°25'33"E., a distance of 34.01 feet to the POINT OF BEGINNING.
Containing 0.009 acres (374.158 square feet), more or less.

DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY

Corner Monuments were not set in conjunction with the preparation of this sketch.
Improvements, if any, have not been located in conjunction with the preparation of this sketch.
This sketch is for graphic illustration only, and does not represent a field survey.
Descriptions created per this sketch.

Legacy Callawalk
Water easement

PREPARED FOR
Rave Commercial

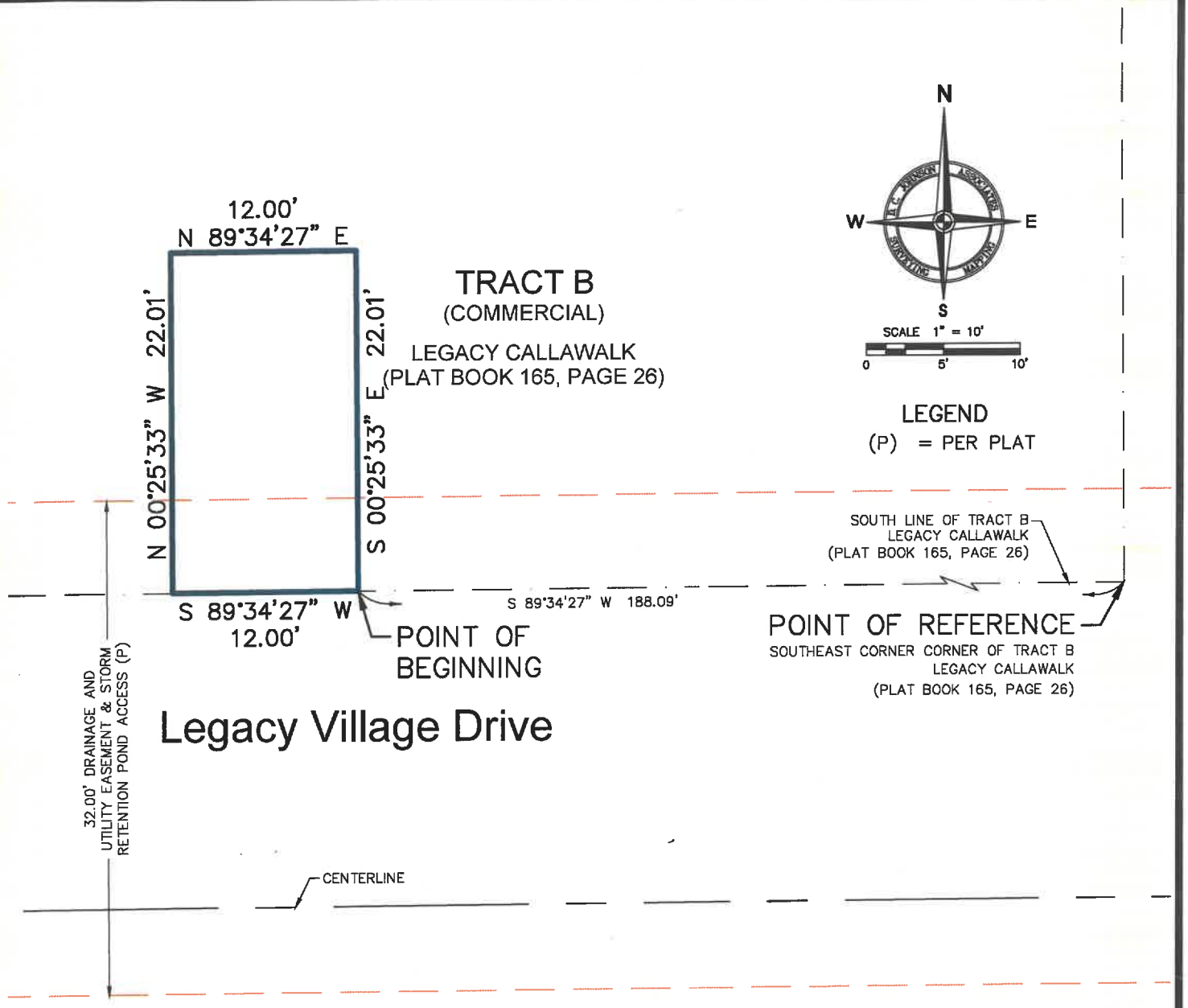
JOB NO: 2025-155A01.BG00001.Water | DRAWN BY: ARG

We hereby certify that the sketch and description shown hereon are true and correct to the best of our knowledge and belief, and were prepared in accordance with the "Standards of Practice" as set forth by the Florida Board of Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

ANDREW R. GETZ
LS7043
STATE OF FLORIDA
Professional Surveyor and Mapper

Andrew R. Getz — Date: 6/9/2025
Professional Surveyor and Mapper, License Number 7043
For D.C. Johnson & Associates, Inc.
Not valid without the signature and raised seal of a Florida Licensed Surveyor

D.C. JOHNSON ASSOCIATES
SURVEYING AND MAPPING
Florida Licensed Business No. LB 4514
11911 S. Curley St. San Antonio, FL 33576
(352) 588-2768 survey@dcjohnson.com
www.dcjohnson.com



DESCRIPTION:
A parcel of land lying within Section 3, Township 26 South, Range 27 East, Polk County, Florida and lying within Tract B, LEGACY CALLAWALK, as per the map or plat recorded in Plat Book 165, Page 26 of the Public Record of Polk County, Florida, being more particularly described as follows:
For a POINT OF REFERENCE commence at the Southeast corner of said Tract B; thence S.89°34'27"W., along the South line of said Tract B, a distance of 188.09 feet for a POINT OF BEGINNING; thence continue along said South line of Tract B, S.89°34'27"W., a distance of 12.00 feet; thence N.00°25'33"W., a distance of 22.01 feet; thence N.89°34'27"E., a distance of 12.00 feet; thence S.00°25'33"E., a distance of 22.01 feet to the POINT OF BEGINNING.
Containing 0.006 acres (262.174 square feet), more or less.

DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY

Corner Monuments were not set in conjunction with the preparation of this sketch.
Improvements, if any, have not been located in conjunction with the preparation of this sketch.
This sketch is for graphic illustration only, and does not represent a field survey.
Descriptions created per this sketch.

Legacy Callawalk
Reclaimed water easement

PREPARED FOR
Rave Commercial

JOB NO: 2025-155A01.BG00001.Reclaim | DRAWN BY: ARG

We hereby certify that the sketch and description shown hereon are true and correct to the best of our knowledge and belief, and were prepared in accordance with the "Standards of Practice" as set forth by the Florida Board of Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

ANDREW R. GETZ License Number LS7043 STATE OF FLORIDA Professional Surveyor and Mapper

Date: 6/9/2025

Andrew R. Getz
For D.C. Johnson & Associates, Inc.
License Number 7043
Not valid without the signature and raised seal of a Florida Licensed Surveyor

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Agenda Item R.27. 8/5/2025

SUBJECT

Adopt a resolution requesting an access easement from the State of Florida, Department of Transportation (“FDOT”) in conjunction with the West Pipkin Road project. (No fiscal impact)

DESCRIPTION

In 2020 the FDOT conveyed multiple parcels to the County associated with an abandoned state road project known as State Road 563. The parcels were conveyed to the County for use in the West Pipkin Road Improvement Project. The parcels were for mainline right-of-way as well as for stormwater and wetland mitigation facilities for the project and the deed contained a reverter provision to that effect. One of the parcels which consists of an entire platted lot known as Lot 15 of Pipkin Village was conveyed to the County for access to the mitigation site. The construction of the West Pipkin Road project is nearly complete and after a review it was determined that only the easterly 30-feet of said Lot 15 is needed for access to the mitigation site. In March of 2025 the Board authorized the conveyance of Lot 15 back to FDOT based on the fact that FDOT agreed to grant an easement to the County over the east 30-feet thereof for the needed access. FDOT has agreed to grant the access easement upon receipt of a resolution from the County requesting the easement for a public purpose. Adopting a resolution requesting the access easement will allow FDOT to move forward with the granting of the easement for the project.

RECOMMENDATION

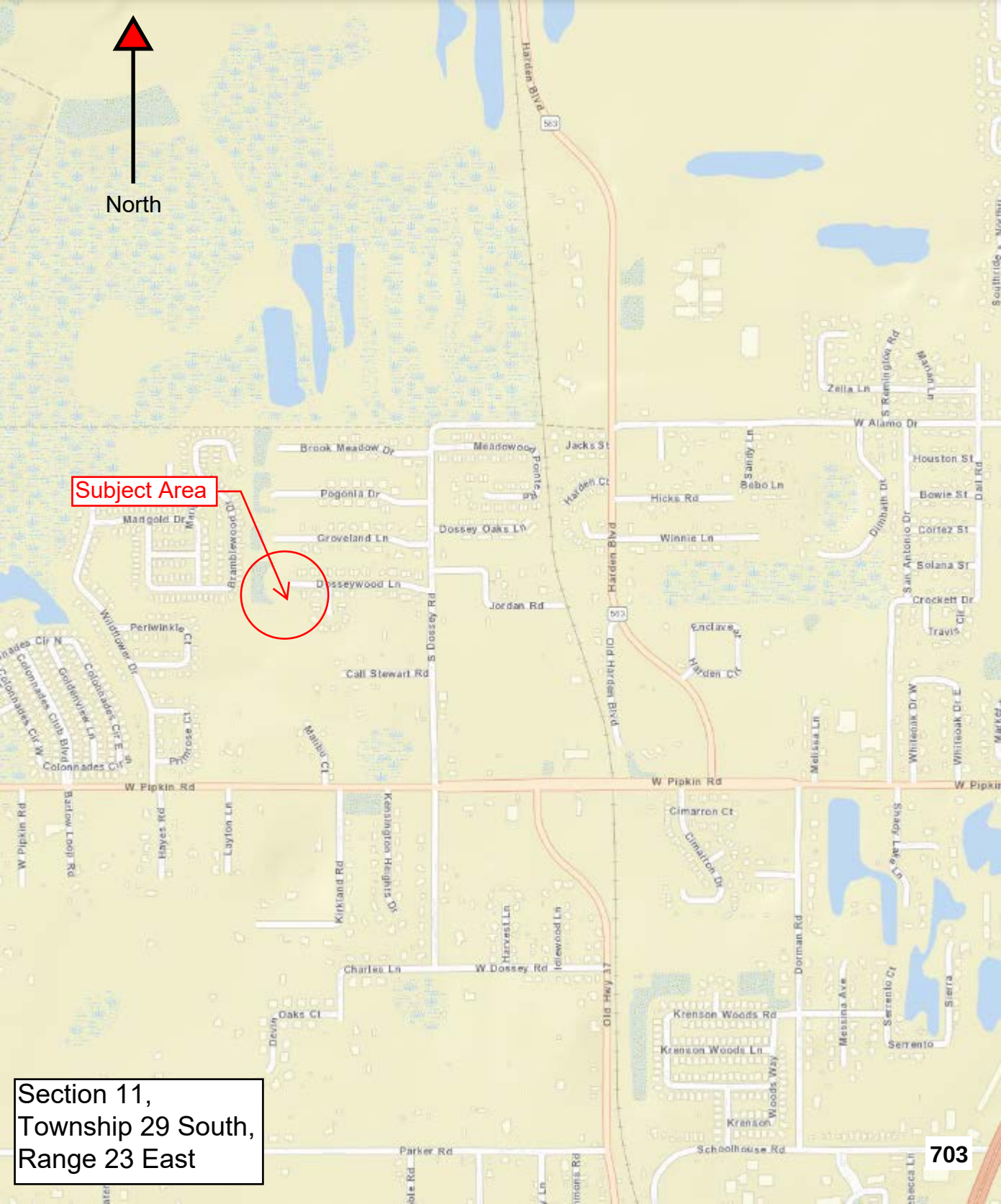
Request Board adopt a resolution requesting the above mentioned access easement from FDOT and accept the easement for recording once delivered.

FISCAL IMPACT

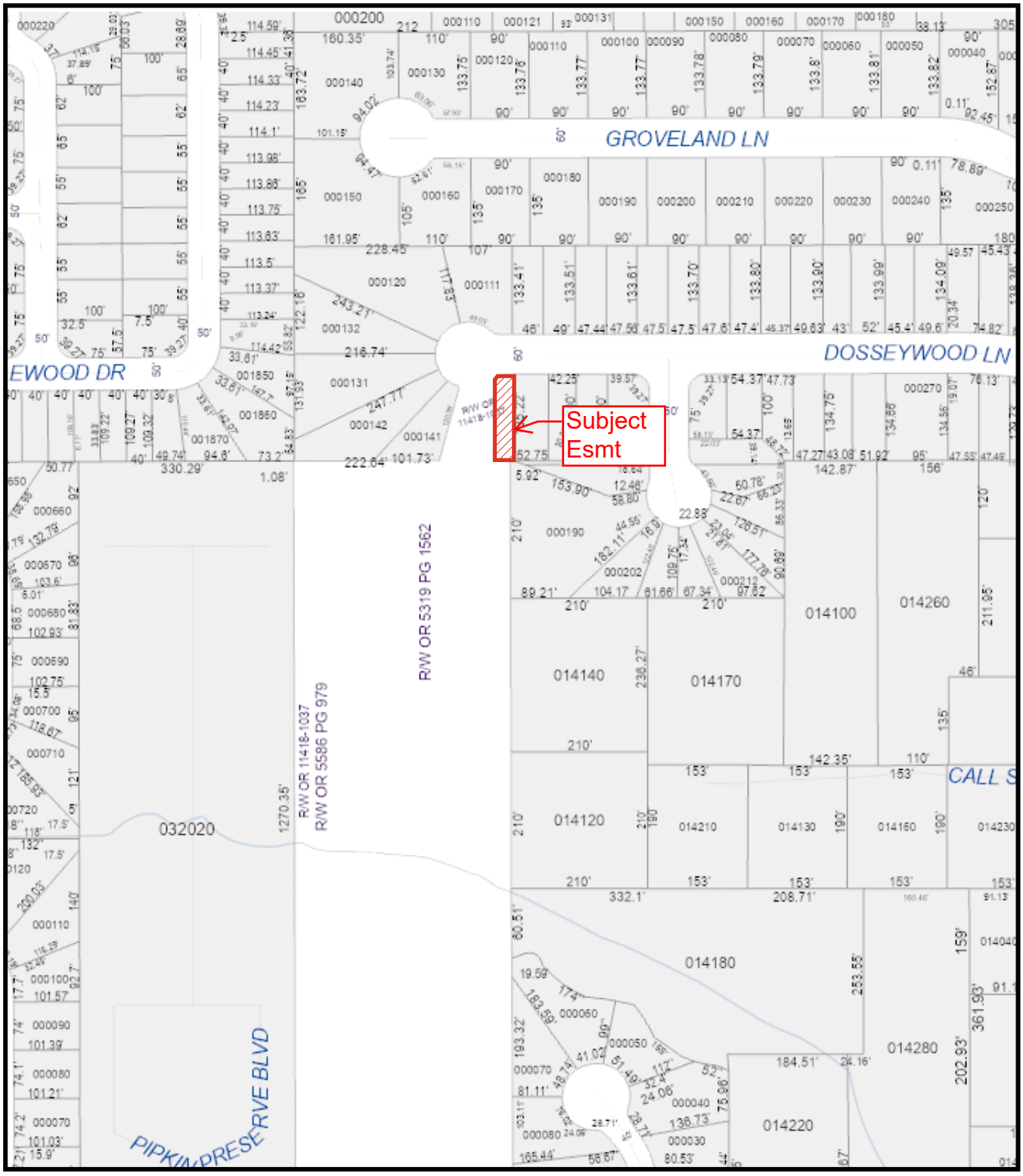
No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


North
Subject Area
Section 11,
Township 29 South,
Range 23 East
703

SECTION 11, TOWNSHIP 29 SOUTH, RANGE 23 EAST



RESOLUTION NO: 2025-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, REQUESTING THE FLORIDA DEPARTMENT OF TRANSPORTATION PREPARE AND GRANT A PUBLIC PURPOSE ACCESS EASEMENT TO POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

WHEREAS, the Board of County Commissioners of Polk County, Florida, have concluded that it is in the best interest of the citizens of Polk County for the County to take possession of an easement from the State of Florida, Department of Transportation for use, and in conjunction, with a roadway improvement project known as the W. Pipkin Road Improvement Project (the "Project"); and

WHEREAS, the easement area is over a portion of Florida Department of Transportation Parcels 114A and 114B associated with State Road 563 (Section No.: 16003-2514) as more particularly described in Exhibit "A" and further depicted on that certain State of Florida Department of Transportation Right-of-Way Map dated October 16, 2001; and

WHEREAS, the easement interest is to be granted for Public Purpose use only as follows:

1. A perpetual easement interest in the property described in Exhibit "A" use as access to a facility constructed in conjunction with the Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida, does hereby request the Florida Department of Transportation to grant an Access Easement unto Polk County, a political subdivision of the State of Florida, over that certain area herein described.

This Resolution shall be effective upon adoption.

DULY PASSED AND ADOPED this 5th day of August, 2025.

Attest:
Stacy M. Butterfield
Clerk to the Board

POLK COUNTY, FLORIDA

By:_____
Deputy Clerk

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

Exhibit "A"

The East 30.00 feet of Lot 15, PIPKIN VILLAGE, a subdivision in Section 11, Township 29 South, Range 23 East, as recorded in Plat Book 97 Page 42 of the Public Records of Polk County, Florida.

Legal Description Approved by:

John Richard Noland Jr. P.S.M. #5923
Polk County Board of County Commissioners
Roads and Drainage Division
Date: 03/31/2025

Agenda Item R.28. 8/5/2025

SUBJECT

SET HEARING to Consider Adopting a Resolution Allowing for the Installation of Traffic Calming Devices (Speed Humps) on Wheeler Road North near Lakeland. (Suggested Hearing Date: Tuesday, September 2, 2025, at 9:15 a.m.) (No fiscal impact)

DESCRIPTION

The Board of County Commissioners has a policy that allows for the installation of traffic calming devices on certain County roads, provided they meet the criteria set forth in the policy.

An area resident approached the County with a request to install traffic calming devices on Wheeler Road North. Wheeler Road North is located in the Lakeland area in S-21, T-27S, R-23E, and is classified as a Local Residential roadway.

Staff conducted traffic studies on Wheeler Road North, as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff subsequently distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

Per Board policy, once requirements are met, the public will have an opportunity to address the Board of County Commissioners before traffic calming devices are approved.

RECOMMENDATION

Request Board set a Public Hearing date to consider adopting a Resolution allowing for the installation of traffic calming devices (speed humps) on Wheeler Road North. Suggested Hearing Date: Tuesday, September 2, 2025, at 9:15 a.m.

FISCAL IMPACT

There is no fiscal impact in setting the Public Hearing.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Director
(863) 535-2200

Agenda Item R.29. 8/5/2025

SUBJECT

Adopt a Resolution Setting Parking Restrictions on Adele Road, Boots Road, Peak Avenue, and Porter Street, within the High Pointe North Subdivision, near Lakeland. ($3,802.95 one-time expense)

DESCRIPTION

In November 2018, the Board of County Commissioners approved the Subdivision Parking Restriction Policy, which allows subdivision homeowners associations to propose parking restrictions on one side of the street for roads within the subdivision. The Roads & Drainage Division subsequently received a request from the High Pointe North Homeowners Association to restrict parking within the subdivision. High Pointe North is located in the Lakeland area in S-10, T-275S, R-23E and its roads are classified as Local Residential roads.

Staff conducted a field visit within the subdivision and found no engineering issues that would prevent the restriction of parking in the areas proposed by the homeowners association. Staff subsequently mailed ballots to the homeowners, and received opposition votes of less than 33%, per the Policy.

FS 316.008 gives the Board of County Commissioners authority to set parking restrictions on County roadways. Additionally, the posting of the restrictions will promote public safety and assist the Polk County Sheriff's Office in their enforcement efforts. To comply with statutory requirements, it is necessary for the Board to adopt a Resolution establishing the parking restrictions.

RECOMMENDATION

Request Board adopt the associated Resolution to establish parking restrictions for High Pointe North. Estimated cost for installation of the signs is $3,802.95.

FISCAL IMPACT

Funding is budgeted in the FY 24/25 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
863.535.2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
863.535.2200

RESOLUTION NO.: _____

WHEREAS the Polk County Board of County Commissioners, on November 20, 2018, approved the Subdivision Parking Restriction Policy, which allows a subdivision homeowners association to propose parking restrictions along one side of the street on roadways within its subdivision, and

WHEREAS the High Pointe North Homeowners Association has proposed parking restrictions along the following County-maintained roads located in S-10, T-27S, R-23E:

Adele Road (Road Number 731021) from Peak Avenue to Peak Avenue, and

Boots Road (Road Number 731020) from Adele Road to Adele Road, and

Peak Avenue (Road Number 731023) from Banana Road to Adele Road, and

Porter Street (Road Number 731018) from Adele Road to Harrison Road, and

WHEREAS a field visit verified that no engineering issues exist that would prevent the restriction of vehicular parking in areas proposed by the homeowners association, and

WHEREAS the County sent ballots to all subdivision homeowners, requesting their vote, and

WHEREAS less than 33% of homeowners returned ballots to the County indicating their opposition to the proposed parking restrictions, and

WHEREAS under the laws of the State of Florida, the Board of County Commissioners is vested with the authority to restrict parking on County maintained roads,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Adele Road to be posted “No Parking This Side of Street” on the south and east sides, from Peak Avenue (south intersection) to Mile Post 0.23, on the north and west sides, from Mile Post 0.23 to Mile Post 0.50, and on the south side, from Mile Post 0.50 to Peak Avenue (south intersection); and Boots Road to be posted “No Parking This Side of Street” on the north and east sides, from Adele Road to Adele Road; and Peak Avenue to be posted “No Parking This Side of Street” on the west side, from Adele Road to Adele Road; and Porter Street to be posted “No Parking This Side of Street” on the south side, from Adele Road to Boots Road.

DATED this 5th day of August 2025.

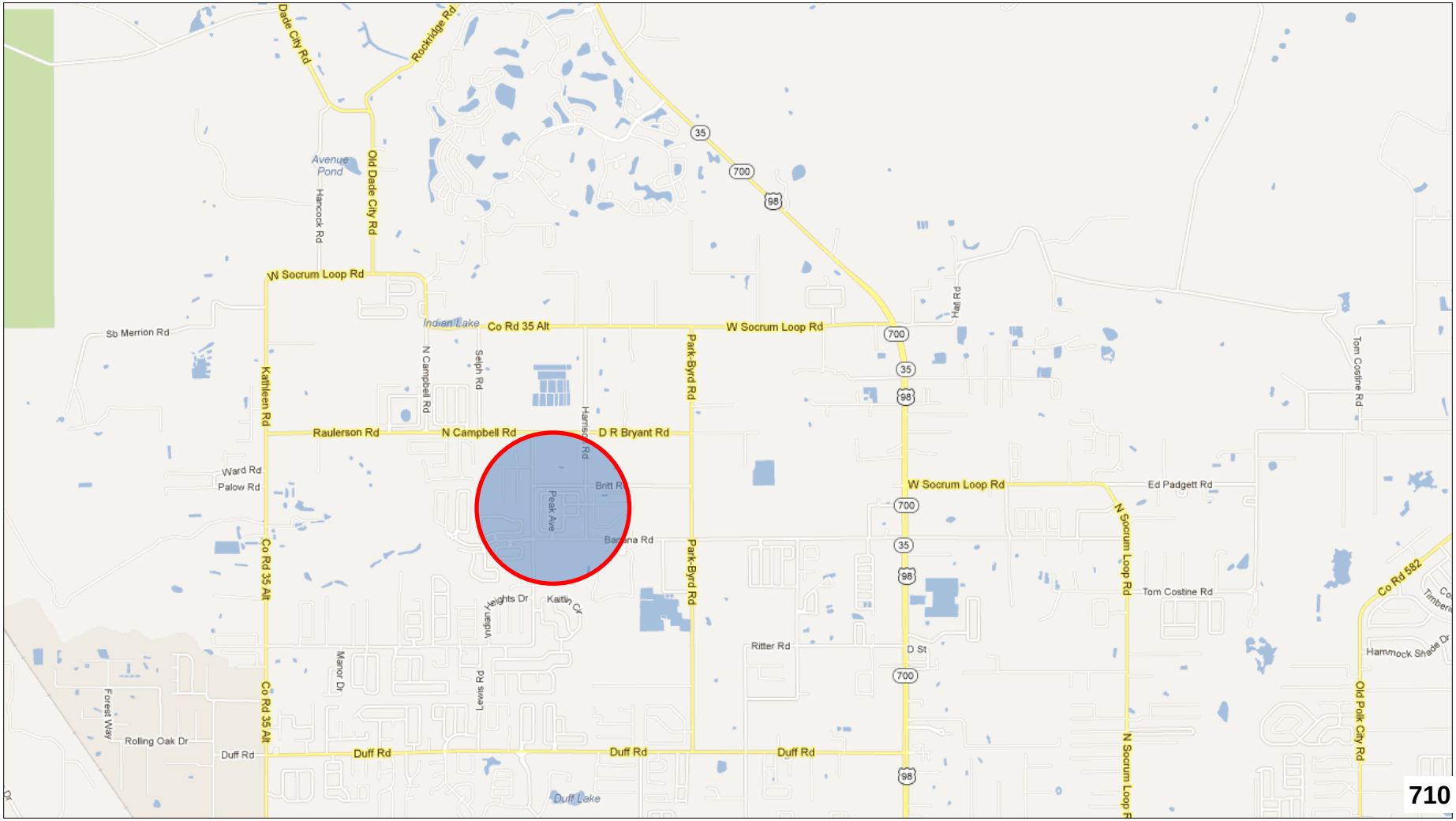
N

N.T.S.

High Point North (Lakeland Area)

Request for Parking Restrictions

Vicinity Map

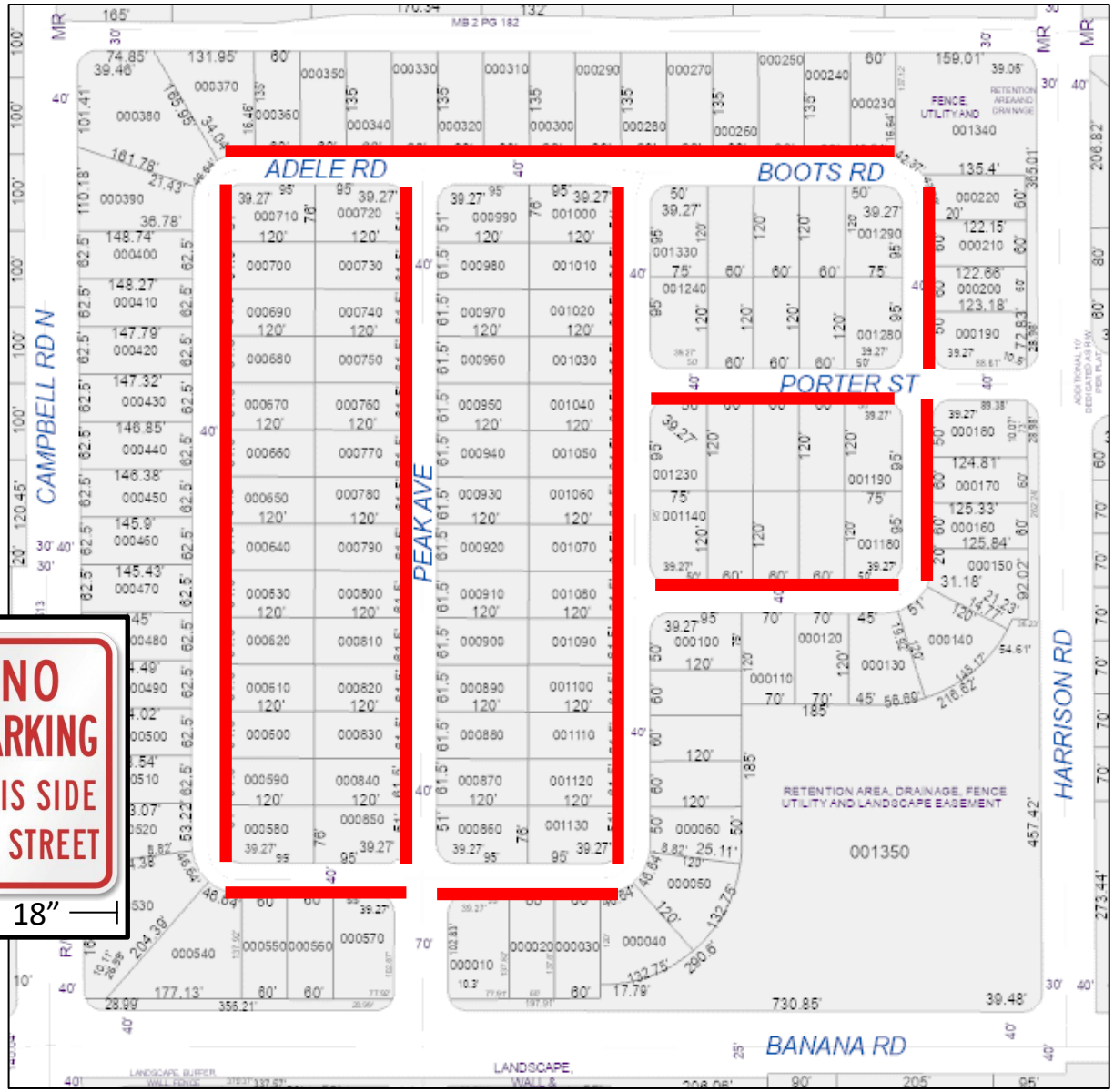


710

N

Areas of Proposed Parking Restrictions

HIGH POINT NORTH



Agenda Item R.30. 8/5/2025

SUBJECT

Approve Consultant Services Authorization 2024-013-01 with Hazen and Sawyer, P.C. for the Water Quality Laboratory Conceptual Design Project. ($197,390 not-to-exceed, one-time expense)

DESCRIPTION

Polk County Utilities currently contracts with private laboratories to perform potable water, wastewater, and reclaimed water quality analysis for the Utilities Division. Challenges associated with sample collection, transportation, management control, and workload of the contract laboratories prompted the Utilities Division to consider owning and operating its own National Environmental Laboratories Accreditation Conferenced certified water quality laboratory. In March 2025, the Board directed staff to move forward with the project.

Polk County Utilities requested a scope of services from Hazen and Sawyer, P.C., one of our continuing consultants who has particular expertise in laboratory design and construction, to prepare a Conceptual Design Report. The engineering services associated with the report include coordination with other Polk County divisions to assess needs in determining the size and capabilities of the proposed laboratory, evaluating existing facilities for expansion potential, phasing and or growth requirements for the laboratory, and evaluating which of the more than 200 required in our water and wastewater systems would be beneficial and logical for the county to conduct. Other tasks include siting a new laboratory, preliminary layout, cost estimating, and most effective construction delivery methods for this specialized project.

RECOMMENDATION

Request Board approve Consultant Services Authorization 2024-013-01 with Hazen and Sawyer, P.C. for the Water Quality Laboratory Conceptual Design Project at a cost not-to-exceed $197,390.

FISCAL IMPACT

Funding in the amount of $197,390 is available in the Utilities Community Investment Program Budget.

CONTACT INFORMATION

James Tully, PE, PG

Utilities CIP Manager
Utilities Division

(863) 298-4238
E-mail Address: jamestully@polk-county.net <mailto:jamestully@polk-county.net>

Consultant Services Authorization

Firm	Hazen and Sawyer, P.C.
Master Agreement No.	2024-013
CSA No.	2024-013-01
Project Name	Water Quality Laboratory Conceptual Design
Project Description	The consultant will provide professional services including project management, data collection, workshops, laboratory site and layout analysis, feasibility analysis, and the resultant Conceptual Design Report.
Projects Exhibits and Attachments	Exhibit "A"- Scope of Services Exhibit "B"-Fee Schedule (Master Agreement) Exhibit "C"-Reimbursable Cost Schedule (if applicable) Exhibit "D"-Insurance Documents
Duration (in days)	This authorization shall be in full force and effect until the Consultant completes all services as identified in Exhibit "A".
Compensation	$ 197,390.00
Special Contract Conditions	NA
Insurance Requirements	Professional Liability
Liquidated Damages	$ 0.00 Per Day
Budget Source/Availability	42111.680536150.5666000.6867012 (Water Quality Laboratory)

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this __ day of _____, 20__.

Attest:
STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Date Approved by Board:_____

POLK COUNTY, a Political subdivision of the State of Florida

By:_____
Chairman
Board of County Commissioners

Review as to form and legal sufficiency

_____
County Attorney's Office / ~~Date~~

Attest:

_____
Corporate Secretary

SEAL

Date: 6/10/2025

Hazen and Sawyer, P.C.
CONSULTANT COMPANY NAME

_____
Authorized Corporate Officer

Holly Kremer, Associate Vice President
[Printed Name and Title]

Date: 6/12/25

Rev: 8/18/15

Exhibit A
Consultant Services Authorization
2024-013-01
Water Quality Laboratory Conceptual Design

Hazen and Sawyer P.C. (Consultant) entered into a Master Consulting Agreement (Agreement) with Polk County, Florida (County) on January 9, 2024. Pursuant to this Agreement, the County has requested that the Consultant provide certain professional services in support of Water Quality Laboratory Conceptual Planning (Project) as further detailed in this Consultant Services Authorization.

A. Project Background and Description

The Polk County Utilities Division (PCU) currently contracts with third-party laboratories to perform water quality analyses associated with their potable water, wastewater, and reclaimed water systems throughout the County. PCU is interested in bringing these services in house by constructing, owning, and operating its own NELAC-certified water quality laboratory. There may be opportunity to collaborate with other Polk County divisions that require water quality analysis for operation and management of the laboratory as well.

The Project will include conceptual design for a PCU water quality laboratory facility, including benefit/feasibility analysis of which testing capabilities to include, as the conceptual design is driven in part by the tests performed within the laboratory. The County has requested that the Consultant provide engineering services in support of the Project.

B. Scope of Services

Upon authorization to proceed from the County, the Consultant will provide the following identified services identified in the Phases below. The Consultant shall ensure that all design, bid, and construction documents produced by the Consultant or their subconsultants for the County will be consistent with the Polk County Utilities Standards and Specifications Manual, latest edition, and other County requirements. This authorization shall be in full force and effect until the Consultant completes all services as described in the Consultant Services Authorization and any subsequent modifications hereto.

Phase 100 – Project Management

Task 101 – Project Management

This task consists of overall management of the Project including contract administration, budget management, invoicing, monthly status reports, scheduling, and coordination with the County and Consultant's subconsultants.

Task 102 – Kick-off Meeting and Progress Meetings

The Consultant will attend one kickoff meeting with the County. The Consultant will prepare a meeting agenda and meeting minutes. Meeting minutes shall be distributed within three working days of the date of the meeting.

At the project kickoff meeting a project directory will be developed that identifies the name, contact information and title of key designated representatives who may be contacted regarding this project as identified by the County. The project directory will include a list of person(s) responsible for each data request element.

Monthly progress meetings will be held with the County to review project status and upcoming activities. The meetings will be held virtually, with in-person meetings as needed. The Consultant will prepare meeting agendas and meeting minutes. Meeting minutes shall be distributed within three working days of the date of each meeting.

Phase 200 – Data Collection and Review

Task 201 – PCU Data Request

The Consultant will prepare a data request for the County to evaluate current water quality analytical needs throughout the County. The data request will include, but may not be limited to, the following:

- Third-party analytical testing completed for PCU facilities for the past 5 years, including tests completed, costs, data management, and turnaround time from delivery of sample to receipt of results
- Current and historical budget and actual costs (up to 5 years) associated with all laboratory sampling and testing currently performed and/or outsourced by PCU and other County Divisions

- List of all sampling and testing currently performed at PCU by regulatory requirement and frequency
- Past five fiscal years of PCU Annual Comprehensive Financial Reports (ACFR) and any line item budget or actuals
- Identification of other County Divisions that use water quality analysis and request for similar data from those entities
- Any analytical testing completed by PCU over the past 5 years, including tests completed, job descriptions of staff involved, workload, certifications, costs, data management, workflows, and any other SOPs, quality control records or financial reports
- Locations of all PCU facilities and systems where water quality samples are collected
- Salary and benefits for potential PCU laboratory staff with input from Polk County Natural Resources laboratory management
- Current PCU organizational charts, especially those including any staff currently performing analytical testing and staff who would supervise a potential new County-owned laboratory

Task 202 – Data Collection

The Consultant will collect additional reference data (including previous work by Consultant for other utilities) that will be used for this Project. This is expected to include the following:

- Anticipated regulatory changes that may affect water quality analysis requirements in the future and the anticipated testing, costs, and staffing requirements associated with those regulations
- Practices for laboratory management from nearby utilities and local governments, including distribution of surveys to management and laboratory staff regarding tests completed, job descriptions of staff involved, workload, certifications, costs, courier services, sample collection, data management, workflows, etc.
- Water quality analysis needs from neighboring utilities who may be interested in having the County provide analytical services (if desired by County)
- Current NELAC certification requirements
- Interviews with key stakeholders to discuss current and future needs, concerns, and interests related to a potential new County-owned laboratory providing additional

services to PCU, other County Divisions and neighboring utilities. May include tours of similar, nearby NELAC laboratories.

The Consultant will prepare a summary of data collected from outside sources for Project records.

Task 203 – Workshops

Workshops will be conducted to collect additional information from PCU staff and other County Divisions (as applicable) and to discuss future needs. Three in-person workshops will be held to support the Project. The workshops will be timed to discuss topics including challenges the County encounters with third-party analytical services and vision or specific accommodation requests to consider for the potential laboratory.

Workshop agendas and minutes will be prepared by the Consultant. Draft workshop minutes will be distributed within three working days of the date of each workshop.

Phase 300 – Laboratory Layout Analysis

Task 301 – Potential Laboratory Alternatives

The Consultant will evaluate potential alternatives for meeting the current and future needs and interests for analytical laboratory services, including comparing existing practices with a new County-owned laboratory. This evaluation will also include a hybrid approach of establishing a new County-owned laboratory more limited in scope while continuing to use third-party analytical laboratories for more specialized water quality testing. The Consultant will review the information collected through data collection and workshops in Phase 200 to populate a comparison matrix including the scope of each alternative, staffing requirements, workload, workflows, data management considerations, NELAC certification requirements, and operation and maintenance requirements. The Consultant will provide considerations for the types of water quality analyses that may be best completed in-house versus outsourced, including a discussion of analytical testing criticality, frequency, cost and time efficiencies, operational impacts, complexity, and specialty requirements.

A potential laboratory alternatives technical memorandum will be developed by the Consultant that includes a summary of options, considerations, and initial recommendations based on qualitative criteria.

A review and discussion of the potential laboratory alternatives will be conducted at one of the workshops identified in Task 203. Feedback received from PCU will help refine the scope of the financial analysis and qualitative conclusions in the Conceptual Design Report.

Task 302 – Site Analysis

The Consultant will perform a GIS-based routing analysis to determine travel times between the potential new laboratory location and the sample collection locations, with consideration for frequency of sample collections and anticipated additional sampling and testing required due to regulatory changes. The two potential sites that will be considered include the PCU Utilities Building and the County's Natural Resources Division laboratory property. The result of this analysis will be compared with the current travel times between existing laboratories used and the sample collection locations and will be used in the Phase 400 Financial/Economic Feasibility Analysis to determine the potential budgetary impact of the sampling site to new laboratory workflow.

Task 303 – Laboratory Layout Analysis

Once PCU has decided on a laboratory configuration based on the scenarios developed in Task 301, the Consultant will review staffing, analytical needs, equipment requirements, benchtop space requirements, functional movement considerations, and staffing requirements to provide a conceptual layout of the laboratory. The layout will be reviewed with PCU in a workshop identified in Task 203 and updated based on feedback received. The final layout will be used to develop the capital cost in the financial analysis.

The data and assumptions used to develop the conceptual layout, along with plan sheets showing the selected layout, will be included in the Conceptual Design Report.

Phase 400 – Financial/Economic Analysis

Task 401 – Financial/Economic Analysis

The Consultant will use the data collected and analyses completed in previous tasks to perform a financial analysis comparing PCU's current practice of using third-party water quality analytical services to a new County-owned and operated NELAC-certified laboratory including the hybrid alternative. The analysis will consider initial capital and long-term operating, staffing, data management, and maintenance costs, including those to achieve and maintain NELAC certification, as well as potential revenue from providing laboratory services to neighboring

utilities. Considerations related to economies of scale and fiscal requirements related to the enterprise fund will be evaluated.

A draft report will be prepared by the Consultant for the financial and economic feasibility analysis that includes a summary of data collected and basis for the analysis, including the potential laboratory alternatives, siting and laboratory layout analyses. After review and feedback from PCU, the information will be incorporated into the Conceptual Design Report.

Phase 500 – Conceptual Design Report

Task 501 – Draft Conceptual Design Report

Consultant will develop the draft Conceptual Design Report (CDR), which will summarize the work conducted in Phases 200-400 and present the findings of the potential laboratory alternatives, site analysis, laboratory layout analysis, and financial/economic analysis.

The Consultant will schedule a meeting with PCU to review the findings and conclusions of the draft CDR. The Consultant shall document any changes PCU may request. The meeting will be scheduled within 14 calendar days after submission of the draft CDR. The Consultant will prepare and distribute written meeting notes detailing any decisions rendered.

Task 502 – Final Conceptual Design Report

The Consultant will update the CDR based on PCU's comments and submit a final CDR, which will serve as the basis for proceeding with future detailed design.

C. Deliverables

The Consultant shall prepare and submit to the County, including electronic format when applicable, the following deliverables:

Task	Activity	Deliverable
102	Meetings	Meeting agenda and minutes
202-203	Data Collection and Workshops	Summary of data collected by Consultant from outside sources Workshop agendas and minutes

Task	Activity	Deliverable
301	Potential Laboratory Alternatives	Technical memorandum
303	Laboratory Layout Analysis	Laboratory layout plan sheets
401	Financial/Economic Feasibility Analysis	Draft report
501 - 502	Conceptual Design Report	Draft and final Conceptual Design Reports

D. Schedule

Consultant will proceed with the services identified herein immediately upon receipt of an executed copy of this Consultant Services Authorization and a formal Notice-to-Proceed from the County. The projected schedule for the performance of services described herein is included as Attachment A-1 and is dependent on the County's timing for scheduling and attending meetings and workshops, providing the data requested as part of Task 201, and reviewing deliverables, as well as the timing of data received from outside sources as part of Task 202. An updated electronic version of the Project schedule in Microsoft Project will be provided to the County within 10 working days from the issuance of the Notice-to-Proceed. Delivery of the schedule may be in other electronic formats so long as they accurately portray the approved scope of services with sufficient detail subject to staff approval. Should additional time be required beyond the schedule depicted in Attachment A-1, The Consultant will provide an updated Attachment A-1 (schedule) to the Utilities and Procurement Divisions. Following staff approval, the updated Attachment A-1 will be forwarded by Utilities staff to Procurement staff for inclusion in the contract file with no further administration action required for extension.

E. Compensation

This Consultant Services Authorization establishes a not-to-exceed cost of $197,390.00. Compensation for the services performed under this Consultant Services Authorization shall be on an hourly, not-to-exceed basis using the current hourly rate schedule as set forth in Master

Consulting Agreement 2024-013. Other direct costs or expenses incurred in connection with this Consultant Services Authorization will not be invoiced as these expenses have been accounted for in the rate multiplier associated with the Master Consulting Agreement referenced above. A summary of the estimated labor costs is provided in Attachment A-2 for reference only. Each invoice submittal shall include a tabular summary of the originally estimated labor costs by phase in accordance with Attachment A-2, fees invoiced to date, and the balance remaining per phase. The transfer of funds between defined phases is not permitted unless approved in advance in writing by the County Utilities Director. To request consideration for such a transfer, the Consultant must submit satisfactory written justification to transfer unused funds from phases with completed tasks or tasks clearly tracking under budget to phases with tasks requiring additional funding. In addition, the transfer of funds shall not exceed the total authorized fee for the Project.

The not-to-exceed cost for this Consultant Services Authorization includes contingency funds in the amount of $10,000.00. The contingency funds authorized for use on this Consultant Services Authorization may only be expended upon written approval from the County's Utilities Director. Adequate justification must be provided by the Consultant for the release of contingency funds. Any out-of-scope services performed requiring the release of contingency funds will be considered at-risk and may not be compensated until, or if, written approval is granted by the County's Utilities Director.

The Consultant will minimally provide a consultant invoice summary with each invoice, based on a mutually agreed-upon breakdown of phases and tasks in Attachment A-2 that reflect the effort and deliverables submitted to the County. The summary will depict the overall phases, associated budgets, amounts invoiced to date, and balance remaining. Invoices for compensation submitted by the Consultant will include the reviewed and approved consultant invoice summary, an updated Project schedule, notarized affidavits (as applicable), and the monthly status report.

Invoices for not-to-exceed projects shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction. In addition, all invoices shall be submitted with the Consultant Services Authorization number, purchase order number, and the Polk County Utilities Project and Records Room numbers on the invoice.

The Consultant agrees that, in the event that design errors and / or omissions are discovered during construction, all services rendered by the Consultant to correct said design errors and / or omissions will be considered out-of-scope services and shall not be invoiced to the County.

F. County's Responsibilities

The County will provide the following information to the Consultant and / or perform the following services related to the Project in a timely manner:

- Data that will be requested as part of Task 201
- Contacts and introductions as needed to gather data from outside sources as part of Task 202
- Assistance with scheduling meetings and workshops
- Appropriate County staff and key stakeholder attendance at meetings and workshops
- Timely review of deliverables noting delay of draft review and/or data request requirements may delay deliverable deadlines
- All parties understand deliverable deadlines could be impacted by Florida's hurricane season

G. Services Not Included

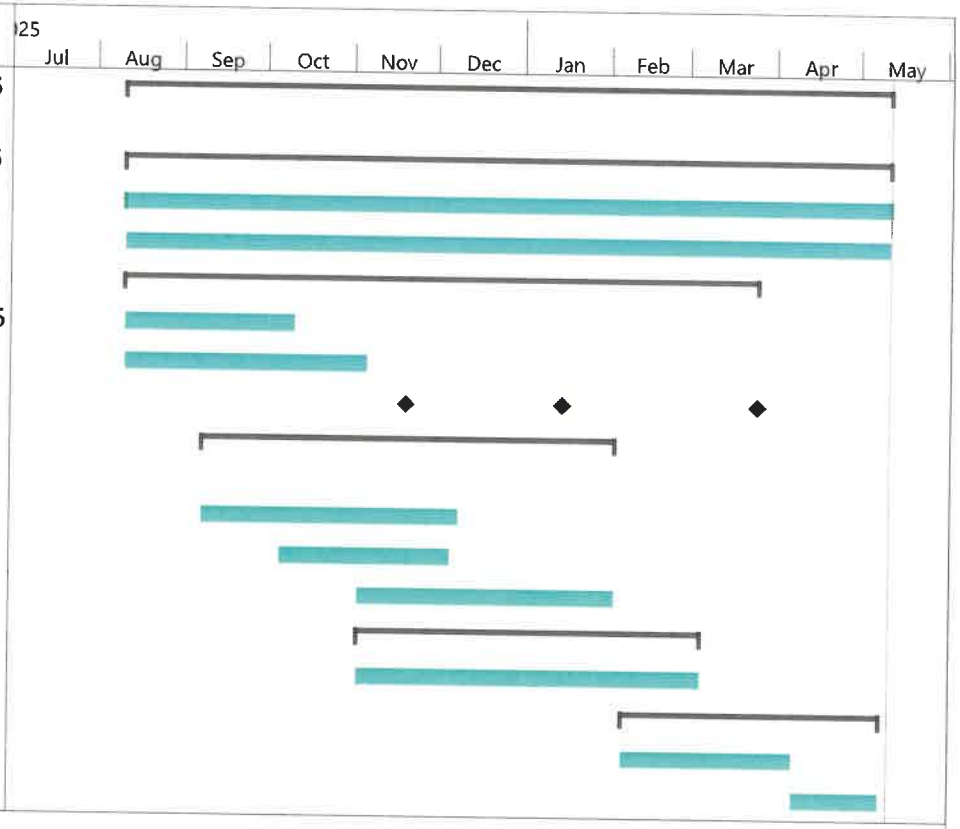
The following services are not included in the Scope of Services for the Project:

- Detailed design of the laboratory facility
- Land acquisition assistance

The remainder of this page is intentionally left blank.

Attachment A-1

ID	Task Name	Start	Finish
1	**Polk County Utilities- Water Quality Conceptual Design**	**8/11/25**	**5/11/26**
2	**Phase 100 - Project Management**	**8/11/25**	**5/11/26**
3	101 - Project Management	8/11/25	5/11/26
4	102 - Kick-Off and Progress Meetings	8/11/25	5/11/26
5	**Phase 200 - Data Collection and Review**	**8/11/25**	**3/25/26**
6	201 - PCU Data Request	8/11/25	10/10/25
7	202 - Data Collection	8/11/25	11/5/25
8	203 - Workshops	11/19/25	3/25/26
12	**Phase 300 - Laboratory Siting and Layout Analysis**	**9/8/25**	**2/2/26**
13	301 - Potential Laboratory Analysis	9/8/25	12/8/25
14	302 - Site Analysis	10/6/25	12/5/25
15	303 - Laboratory Layout Analysis	11/3/25	2/2/26
16	**Phase 400 - Financial/Economic Analysis**	**11/3/25**	**3/5/26**
17	401 - Financial/Economic Analysis	11/3/25	3/5/26
18	**Phase 500 - Conceptual Design Report**	**2/6/26**	**5/8/26**
19	501 - Draft Conceptual Design Report	2/6/26	4/7/26
20	502 - Final Conceptual Design Report	4/8/26	5/8/26



PCU - Water Quality Laboratory Conceptual Design Schedule
Date: 6/12/25

Summary Task Duration
Task Duration
Workshop

Attachment A-2

Consultant Services Authorization

Water Quality Laboratory Analysis

Task Number	Tasks	Vice President	Associate Vice President	Senior Principal Engineer / Scientist	Principal Engineer / Scientist	Assistant Engineer I	Senior Designer	Admin Assistant	Labor Hours	Labor Dollars	Total Dollars
		Various	Various	Various	Various	Various	Various	Various			
	(Estimated Hourly Rates*)	$315	$305	$183	$160	$110	$125	$95			
Phase 100 - Project Management		4	38	80	14	8	4	2	150	$31,300	$31,300
101	Project Management	0	12	40	0	0	0	0	52	$10,980	$10,980
102	Kick-off and Progress Meetings	4	26	40	14	8	4	2	98	$20,320	$20,320
Phase 200 - Data Collection and Review		6	42	68	56	22	4	4	202	$39,404	$39,404
201	PCU Data Request	2	6	12	8	4	0	0	32	$6,376	$6,376
202	Data Collection	0	12	16	32	8	0	0	68	$12,588	$12,588
203	Workshops	4	24	40	16	10	4	4	102	$20,440	$20,440
Phase 300 - Laboratory Siting and Layout Analysis		4	64	76	42	0	40	8	234	$47,168	$47,168
301	Potential Laboratory Alternatives	2	24	36	2	0	0	4	68	$15,238	$15,238
302	Site Analysis	0	4	4	16	0	0	0	24	$4,512	$4,512
303	Laboratory Layout Analysis	2	36	36	24	0	40	4	142	$27,418	$27,418
Phase 400 - Financial/Economic Analysis		4	36	56	36	48	0	8	188	$34,288	$34,288
401	Financial/Economic Analysis	4	36	56	36	48	0	8	188	$34,288	$34,288
Phase 500 - Conceptual Design Report		2	40	60	20	28	32	12	194	$35,230	$35,230
501	Draft Conceptual Design Report	2	32	48	16	24	24	8	154	$28,134	$28,134
502	Final Conceptual Design Report	0	8	12	4	4	8	4	40	$7,096	$7,096
Contingency											$10,000
		18	180	280	148	78	48	22	774	$187,390	$197,390

*Actual hourly rates based on 3.05 multiplier for each staff member per MSA

Hazen and Sawyer
1000 N. Ashley Dr. Suite 1000
Tampa, FL 33602 • 813.630.4498

November 7, 2023

Eric Phillips
Polk County Utilities
1011 Jim Keene Blvd.
Winter Haven, FL 33880

Re: RFP 23-448, Utilities Design Services & Regulatory Support Services

Dear Eric,

The following are Hazen and Sawyer's proposed rates for the 2023-2024 fiscal year for the referenced contract:

Labor Category	Raw Rate Range	Billing Rate Range
Vice President	$98 - $108	$298.90 - $329.40
Associate Vice President	$95 - $105	$289.75 - $320.25
Senior Associate	$72 - $95	$219.60 - $289.75
Associate	$60 - $76	$183.00 - $231.80
Senior Principal Engineer/Scientist	$40 - $68	$122.00 - $207.40
Principal Engineer/Scientist	$42 - $56	$128.10 - $170.80
Engineer/Scientist	$41 - $51	$125.05 - $155.55
Assistant Engineer II/Scientist	$37 - $48	$112.85 - $146.40
Assistant Engineer I	$30 - $40	$91.50 - $122.00
Senior Field Coordinator	$40 - $58	$122.00 - $176.90
Field Coordinator	$30 - $40	$91.50 - $122.00
Senior Principal Designer	$54 - $65	$164.70 - $198.25
Principal Designer	$45 - $55	$137.25 - $167.75
Senior Designer	$38 - $48	$115.90 - $146.40
Designer	$30 - $40	$91.50 - $122.00
Administrative Assistant	$25 - $35	$76.25 - $106.75

The billing rates use a multiplier of 3.05 based on the following calculation:

Direct labor	100.0%
Fringe	62.8%
Overhead	130.2%
Subtotal	293%
Profit @ 2.4%	7%
Direct Contract Costs	5%
Total	305%

Detailed descriptions of the various labor categories are provided in Attachment A.

If you have any questions, please feel free to contact me. We look forward to working with you on this contract.

Sincerely,

Holly Kremers, PE, ENV SP
Associate Vice President

Enclosure

HAZE&SA-01 KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/10/2025

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
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company (CNA) A, XV	20443
INSURER B : National Fire Insurance Company of Hartford A(XV)	20478
INSURER C : Continental Insurance Company A(XV)	35289
INSURER D : American Casualty Co of Reading, PA A(XV)	20427
INSURER E :	
INSURER F :	

INSURED
Hazen and Sawyer, P.C.
498 Seventh Avenue
New York, NY 10018

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	7036845683	3/29/2025	3/29/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab.						MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	7036845635	3/29/2025	3/29/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp./Coll. Ded	$ 1,000
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	7036845649	3/29/2025	3/29/2026	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A		X	7036845652	3/29/2025	3/29/2026	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 Liab.			AEH008231489	3/29/2025	3/29/2026	Per Claim/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2024-013-01 Water Quality Laboratory Conceptual Planning

Polk County, A Political Subdivision of the State of Florida is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Polk County, A Political Subdivision of the State of Florida
330 W. Church Street
Bartow, FL 33830

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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AGENCY CUSTOMER ID: HAZE&SA-01 KSUTTON

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Ames & Gough	Hazen and Sawyer, P.C. 498 Seventh Avenue New York, NY 10018
POLICY NUMBER SEE PAGE 1	
CARRIER / NAIC CODE SEE PAGE 1 / SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers Liability coverage.

Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

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BACKUP DOCUMENTS

POLK COUNTY

Project Checklist

- Project Name: Consultant Services Authorization 2024-013-01 for the Water Quality Laboratory Conceptual Design Project
- Project Location: To be determined
- Source of Funds: Funding is available in 42111.680536150.5666000.6867012 (Water Quality Laboratory)
- Project Cost Summary: $197,390.00
- Certifications: This request has been reviewed by:

James Tully, P.E., P.G.
Utilities CIP Program Manager

Charles Richards, CPA
Customer Service/Finance Manager

Tamara Richardson, P.E.
Utilities Division Director

CONSULTANT APPROVAL FORM

CPO: If Consultant fee is under $50,000 & construction is under $250,000 (procedure)
CSA: If Construction is under $4,000,000;
OR for study activity if consultant fee is under $500,000- FS 287.055(CCNA))

CPO/CSA #:_____ (Assigned by Procurement)

To be completed by the requesting Division:

Date: 06/18/2025 Division: Utilities

Project Manager's Name: James Tully JT Phone #: 863-298-4238
Project Name: Water Quality Laboratory Conceptual Design Project

Total Project Budget: $197,390.00 Project #6867012 t

Estimate of Construction Cost: $NA - Study

Proposed Consultant: Hazen and Sawyer, P.C. Fee: $197,390.00

Master Consultant Agreement # 2024-013

Attach Scope of Services Proposed by the Consultant (Exhibit "A") JT

Approved By: Tamara Richards Date 6-23-25
Division Director/Designee

Procurement Division

Date Received: 6/27/25 Date Reviewed by Analyst: 6/27/25

Approved by:_____
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received:_____ Date Reviewed: 7/1/25

Approved by:_____
(County Attorney Office Signature)

County Manager's Office (Required if consultant fee is greater than $100,000)

Date Received:_____ Date Reviewed: 7/2/25

Approved by:_____
(County Manager Office Signature)

Additional Attachments: number of days to complete project, not to exceed/lump sum amount, justification for consultant selected, fee schedule, and Professional Liability COI (COI applicable to CSA only, description field must be project specific (contract requirement)).

Selection Procedure for Consultants with Continuing Contracts

Division: Utilities
Project Manager: James Tully, PE, PG
Division Director: Tamara Richardson, PE
Scope: Water Quality Laboratory Conceptual Planning
CSA/CPO CSA 2024-013-01
Date Analysis Performed June 18, 2025

Step 1:

Review list for appropriate Expertise, Experience, and Personnel (List all consultants awarded a master agreement under the RFP)

Consultant	Expertise	Experience	Personnel	Local (Y/N)	Elevated for Consideration (Y/N)
AtkinsRéalis USA, Inc.	Y	Y	Y	N	Y
Black & Veatch Corp	Y	Y	Y	N	Y
Carollo Engineers, Inc.	Y	Y	Y	N	Y
CHA Consulting, Inc. (FKA Reiss Engineering, Inc.)	Y	Y	Y	Y	Y
Chastain-Skillman, Inc.	Y	Y	Y	Y	Y
CivilSurv Design Group Inc.	Y	Y	Y	Y	Y
Dewberry Engineers, Inc.	Y	Y	Y	Y	Y
Halff Associates, Inc.	Y	Y	Y	N	Y
Hazen and Sawyer, P.C.	Y	Y	Y	N	Y
Jones Edmunds & Assoc.	Y	Y	Y	Y	Y
Kennedy/Jenks Consultants, Inc.	Y	Y	Y	N	Y
Pennoni & Associates, Inc.	Y	Y	Y	Y	Y
Rummel, Klepper, and Kahl, LLP	Y	Y	Y	Y	Y
Tetra Tech, Inc.	Y	Y	Y	N	Y
Wright-Pierce, Inc.	Y	Y	Y	Y	Y

State justification for each firm not elevated and why:
NA

Step 2:

Past performance on similar projects satisfactory (List all consultants elevated from Step 1

Consultant	Has past performance been satisfactory (Y/N)	Elevated for Consideration(Y/N)
Black & Veatch Corp	Y	Y
AtkinsRéalis USA, Inc.	Y	Y
Black & Veatch Corp	Y	Y
Carollo Engineers, Inc.	Y	Y
CHA Consulting, Inc. (FKA Reiss Engineering, Inc.)	Y	Y
Chastain-Skillman, Inc.	Y	Y
CivilSurv Design Group Inc.	Y	Y
Dewberry Engineers, Inc.	Y	Y
Halff Associates, Inc.	Y	Y
Hazen and Sawyer, P.C.	Y	Y
Jones Edmunds & Assoc.	Y	Y
Kennedy/Jenks Consultants, Inc.	Y	Y
Pennoni & Associates, Inc.	Y	Y
Rummel, Klepper, and Kahl, LLP	Y	Y
Tetra Tech, Inc.	Y	Y
Wright-Pierce, Inc.	Y	Y

State justification for each firm not elevated and why:
NA.

Step 3:

Total amount of money the County has contracted with each Consultant elevated to Step 2 during the last 24 months.

Consultant	Contracted Amount	Elevated (Y/N)
Dewberry Engineers, Inc.	$ 1,809,100	N
Black & Veatch Corp	$ 1,543,535	N
Kennedy/Jenks Consultants, Inc.	$ 485,710	N
Carollo Engineers, Inc.	$ 440,654	N
Tetra Tech, Inc.	$ 291,448	N
Wright-Pierce, Inc.	$ 227,761	N
Rummel, Klepper, and Kahl, LLP	$ 213,750	N
CivilSurv Design Group Inc.	$ 196,348	N
Halff Associates, Inc.	$ 157,202	N
AtkinsRéalis USA, Inc.	$ 130,143	N
Jones Edmunds & Assoc.	$ 118,162	N
Pennoni & Associates, Inc.	$ 69,000	N
CHA Consulting, Inc. (FKA Reiss Engineering, Inc.)	$ 49,968	N
Chastain-Skillman, Inc.	$ 42,722	N
Hazen and Sawyer, P.C.	$ -	Y

Step 4:

State justification, if the chosen consultant does not have the least amount of contract obligation.

The Utilities Division solicited Statements of Qualifications (SOQ) from all PCU Master Consultants to provide the Water Quality Lab services. Insufficient experience, expertise, and/or personnel was the basis for firms not submitting an SOQ for the requested services. Only Hazen and Sawyer submitted an SOQ. Based on their submittal, Hazen and Sawyer was selected to provide these services.

Step 5:

Based on the procedures and step analysis above, Hazen and Sawyer, P.C. is selected.

Agenda Item R.31. 8/5/2025

SUBJECT

Approve Change Order No. 2 to Contract 2023-050 with Killebrew, Inc. for the Crooked Lake Park Receivership Lift Station and Force Main Improvements project ($18,500.00 one-time expense and 92 days extension)

DESCRIPTION

On September 19, 2023, the Board of County Commissioners (BoCC) approved the award of Contract No. 2023-050 to Killebrew, Inc. for the Crooked Lake Park Receivership Lift Station and Force Main Improvements project for a total contract price of $4,639,477.00. On February 18, 2025, the BoCC approved Change Order No. 1 to Contract No. 2023-050 to Killebrew, Inc. for $183,310.00 associated with gravity sewer modifications and an additional time extension of 147 days.

All wastewater flow is now being conveyed to the City of Lake Wales. The County requested additional concrete around (new) Lift Station No. 374 to facilitate generator access and maintenance. Also, additional utility coordination work was required of the contractor to resolve multiple utility conflicts. Accordingly, the County has requested Killebrew, Inc. to provide a proposal and costs for the work needed for project completion. Approval of Change Order No. 2 to Contract 2023-050 includes an increase of $18,500.00 and the additional time extension of 92 days to facilitate final project completion.

RECOMMENDATION

Approve Change Order No. 2 to Contract 2023-050 with Killebrew, Inc. for the Crooked Lake Park Receivership Lift Station and Force Main Improvements project in the amount of $18,500.00 and 92-day time extension.

FISCAL IMPACT

Funding in the amount of $18,500.00 is available in the Crooked Lake Park Receivership project.

CONTACT INFORMATION

Ryan Bengsch
Utilities CIP Projects Manager
(863) 298-4193

ryanbengsch@polk-county.net <mailto:ryanbengsch@polk-county.net>

RECEIVED JUL 14 2025

EXHIBIT XVII: CHANGE ORDER

Project: Crooked Lake **Contract No.:** 2023-050 **Change Order No:** #002

Polk County, a political subdivision of the State of Florida

Contractor: Killebrew Inc.

Architect/Engineer: Jones Edmunds

Description of Change Order: Additional Concrete slabs installed at LS374, as well as cost incurred due to existing utility conflicts not called out on the contract plans during Change Order 1. Time Extension requested due to LS375 requiring a third phase of power to be brought in by Duke Energy.

Contract is changed as follows:

Architect/Engineer: _____(Signature) Date: 7-10-25

Original Contract Sum:	$ 4,639,477.00
Net change by previously authorized Change Order	$ 183,310.00
Contract Sum prior to this Change Order	$ 4,822,787.00
Contract Sum will be (increased)/decreased by this Chang Order in the amount of	$ 18,500.00
New Contract Sum including this Change Order will be	$ 4,841,287.00

Contract Time will be increased by 92 days.

Date of Substantial Completion as of the date of this Change Order therefore is 8/31/2025.

The above changes are accepted by:

Contractor: _____ Date: 7-14-2025

You are hereby authorized to make the changes noted above:

Division Director: _____ Date: 7-22-25

Reviewed as to form and legal sufficiency:

_____ _____

County Attorney's Office Date County Manager/Designee Date

(Change order increases require Board approval)

Attest: STACY M. BUTTERFIELD, CLERK

By: _____
Deputy Clerk

Polk County, a political subdivision of the State of Florida

By: _____
_____, Chairman
Board of County Commissioners

Date Signed by Chairman: _____

KILLEBREW, INC.

Construction & Engineering

Change Order #002 Backup

- Additional Concrete LS374 – $7,500.00
  Installation of 2ea additional concrete slabs at LS374 after the concrete slabs called out in the contract plans had been poured, cured, and stripped. One of the additional slabs linked the two contract slabs to create a uniform slab, the second additional slab ran east to the secondary gate on the site. This slab would increase the slab area on the east side of the generator and out to the gate to facilitate any maintenance needed on the generator.
- Utility Conflicts Experience During CO 1 – $11,000.00
  During change order 1 while running the sanitary sewer from SMH4 to the newly installed doghouse south of existing LS375 multiple conflicts with existing utilities were encountered. The plans call out for an existing buried electrical service which was located and protected. After, we found 2 phone lines which caused our crews to stop and get the phone company to verify the lines, which were eventually verified as dead. After the phone lines were confirmed as being disconnected our crew began excavating once again only to encounter a power line from Duke Energy. This power line was a main trunk line from transformer to transformer and was not marked. This once again made our crew stop work until Duke came out and confirmed that the line was indeed live and that we needed to get alternate shoring boxes on site to complete the sanitary install as we could not use metal boxes directly adjacent to main feeding electrical lines. These issues not only caused delays and down time for the crews, but additional costs incurred due to needing to rent alternate shoring due to existing utilities not called out on the plans.

WILLISTONE SITE SERVICES, LLC
Lakeland, FL 33810

Willistonesitellc@qmail.com
+1 (863)701-0006

Bill to
Killebrew
2830 Winter lake Rd.
Lakeland
Fl
33803
Usa

Invoice details
Invoice no.: 3286
Invoice date: 04/14/2025
Due date: 05/14/2025

	Date	Product or service	Description	Qty	Rate	Amount
1.	04/14/2025	Services	Lift Station 374 Additional concrete .	‹	$7,500.00	$7,500.00

Total $7,500.00

KILLEBREW, INC.

CHANGE PROPOSAL COST SUMMARY

Owner Polk County Utilities
Project: Crooked Lake Park Receivership Lift Station and Forcemain Improvements
Contract #: 2021-8-60-0
Date: 08-Jul-25
Killebrew Job #: PC2319
CP #:
Estimator: Ethan Bailey

Brief Scope of Work: Below cost summary includes the cost of Utility Conflicts experienced during Change Order 001, LS375 Sanitary Diversion. This includes the unmarked / not called out phone lines and on separate occasion an unmarked / not called out main power line for Duke Energy.

Additional Time Required	TBD	Days Requested this Change	TBD

WORK DESCRIPTION		Labor	MATERIAL	EQUIP.	SUBS	LD's	TOTALS
LABOR							
	Total - Labor Costs	9,690.00					9,690.00
MATERIAL:							
	Total - Material Costs		-				-
EQUIPMENT:							
	Total Equipment Costs			310.00			310.00
	Total Other						-
SUBCONTRACTORS:							
	Subtotal- Subcontractor				-		-
							-
SUBTOTALS:		9,690.00	-	310.00	-	-	10,000.00
	Sales Tax - Included		Included				-
	Labor Burden - Included	Included					-
	OH & P on Labor - Inch 10.00%	969.00					969.00
	OH & P on Materials - 10.00%		-				-
	OH & P on Equipment - 10.00%			31.00			31.00
	P on Subcontracts - 10.00%				-		-
SUBTOTALS:		969.00	-	31.00	-		1,000.00

	Estimate Subtotal		11,000.00
	Unit Price Subtotal		-
	Insurance	TBD- Actual	-
	Bond	TBD- Actual	-
TOTAL COST PROPOSAL:			$ 11,000.00

	Totals																	
Description of Work			Idle Time Confirming Utilities															
	Regular Days Direct	Overtime Days Direct	Regular Days Direct	Overtime Days Direct	Regular Days Direct	Overtime Days Direct	Regular Days Direct	Overtime Days Direct	Regular Days Direct	Overtime Days Direct	Regular Days Direct	Overtime Days Direct	Regular Days Direct	Overtime Days Direct	Regular Days Direct	Overtime Days Direct	Regular Days Direct	Overtime Days Direct
Pipe Crew	1.9	0.0	1.9															
Punch Crew	0.0	0.0																
Flagger Crew	1.9	0.0	1.9															

	Regular Rate	Regular Rate with Burden	OT Rate with Burden	Regular Days	Overtime Days	Regular Time Cost	OT Cost	Per Diem Cost	Subtotal
Pipe Crew	$ 3,500.00	$3,500.00	$7,246.05	1.90	0.00	$6,650.00	$0.0	$0.00	$6,650.00
Punch Crew	$ 3,000.00	$3,000.00	$6,210.90	0.00	0.00	$0.00	$0.0	$0.00	$0.00
Flagger Crew	$ 1,600.00	$1,600.00	$3,312.48	1.90	0.00	$3,040.00	$0.0	$0.00	$3,040.00
								Subtotal	**$9,690.00**

Equipment Hours	Total																	
			Idle Time Confirming Utilities															
	Subtotal Operating Days	Subtotal Standby Days	Operating	Standby	Operating	Standby	Operating	Standby	Operating	Standby	Operating	Standby	Operating	Standby	Operating	Standby	Operating	Standby
Alternate TrenchBox	2.0	0.0	2.0															
	0.0	**0.0**																

	Daily Operating Rate	Daily Standby Rate	Operating Days	Standby Days	Subtotal Ownership Cost	Subtotal Operating Equipment	Subtotal Standby Equipment Daily Cost
Alternate TrenchBox	$155.00	$27.12	2.0	0.0	$0.00	$310.00	$0.00
				Subtotal	$0.00	**$310.00**	**$0.00**
					Total	**310.00**	

BACKUP DOCUMENTS

POLK COUNTY

Project Checklist

- Project Name: Crooked Lake Park Receivership Lift Station and Force Main Improvements - Contract 2023-050, Change Order No. 2
- Project Location: Crooked Lake Park Receivership Area
- Source of Funds: Funding is available in 42011.680536034.5666000.6876001 – Crooked Lake Park Receivership
- Project Cost Summary: Not to exceed cost of $18,500.00
- Certifications: This request has been reviewed by:

Ryan Bengsch
CIP Projects Manager

James Tully, PE, PG
Utilities CIP Manager

Charles Richards, CPA
Customer Service/Finance Manager

Tamara Richardson, PE
Utilities Division Director